2315.

SUPREME COURT OF THE UNITED STATES.

No. 176.

JEHIEL BROOKS, PLAINTIFF IN ERROR,

vs.

SAMUEL NORRIS.

ERROR TO THE SUPREME COURT OF THE STATE OF LOUISIANA.

INDEX.

	Original.	Print.
Petition	1	3
Citation and return	4	5
Order, (judgment by default)	5	5
Answer	5	5
Order to take testimony	7	7
Orders of survey	7	7
Orders of survey	8	8
Amended order of survey	9	8
Orders of continuance	10	9
Affidavits for continuance	11	10
Order of continuance	14	12
Order fixing cause for trial	14	12
Jury sworn	14	12
Testimony	15	13
Treaty, &c., marked No. 1	15	13
Deed, Grappe to Brooks, No. 2	21	18
Deed, Grappe to Brooks, No. 3	22	19
Testament of F. Grappe, No. 4	24	21
Morse's testimony	26	22
Certificate of register, &c., marked A	26	23
Certificate No. 13, marked B	27	23
Agreement of counsel	28	24
Deposition of Lewis N. Rombin, C	41	33
Deposition of Charles Rombin, D	44	35
Deposition of Thomas Wallace, E	45	36
Deposition of Jacob Irvin, F	48	39
Deposition of Joseph Valentine, G	51	41
Deposition of S. Poissot, H	54	43

GIDEON, Printer.

	Original.	Papers.
Deposition of C. Lafitte, I	55	43
Deposition of J. J. Le Bard, J	57	45
Deposition of M. Lattier, K	58	46
Deposition of Thomas Lattier, L	59	46
Deposition of P. Ruble, M	59	47
Deposition of Manuel Fafitte, N	61	48
Deposition of Joseph Valentine, O	62	48
Deposition of F. D. Poirier	29	25
Deposition of A. Poirier	30	25
Deposition of D. M. Heard, No. 7	63	49
Deposition of L. G. DeRussey, No. 8	69	53
Deposition of P. J. Grappe, No. 9	75	57
Deposition of Henry Queen, No. 10	82	62
Deposition of Wm. Calliham, &c., No. 11	93	71
Deposition of Terrill, No. 12	94	72
Letter of Colonel Many, No. 13	95	73
Deposition of J. B. David	97	74
Deposition of Pierre Trichel	98	75
Deposition of R. D. Ortelont	99	76
Verdict of the jury	32	27
Bills of exceptions	33	27
Motion for new trial	37	30
Order overruling motion	37	30
Judgment	37	31
Agreement of counsel	38	31
Order of appeal	39	31
Appeal bond	39	32
Citation of appeal and return	40	32
Petition of appeal and order thereon	101	77
Citation of appeal and return	102	77
Proceedings of the Supreme Court—		
Extracts from the minutes	103	78
Opinion and judgment	104	79
Petition for writ of error	112	86
Order allowing writ	113	86
Copy of bond for writ of error, &c.	114	87
Copy of writ of error	115	88
Citation in error, and service	116	88
Plat of survey, (1,) No. 5	117	89
Plat of survey, (2,) No. 6	118	93
Clerk's certificate	120	98

THE STATE OF LOUISIANA, *parish of Caddo,*
Tenth judicial district court.

Be it remembered, that on the twenty-seventh day of October, anno domini eighteen hundred and forty, Jehiel Brooks, by his counsel and attorney, Messrs. Morse and Roysdon, filed in the office of the clerk of the district court, in and for the parish and State first aforesaid, his petition, in the words and figures following, to wit:

Petition.

To the honorable the judge of the district court of the tenth judicial district, of the State of Louisiana, holding court in and for the parish of Caddo, in said district:

The petition of Jehiel Brooks, a resident of the District of Columbia, in the United States, respectfully represents unto your honor, that by a treaty made and entered into on the 1st day of July, 1835, between the Government of the United States, by and through its duly qualified commissioner and the chiefs, headmen, and warriors of the Caddo nation of Indians, the boundaries of the Caddo nation of Indians were duly recognised and established, and the land lying and being in the recognised boundaries were ceded by the said nation of Indians to the Government of the United States; and that by supplementary articles of the said treaty, made, entered into, and signed on the said 1st day of July, 1835, between the contracting parties aforesaid, there was given, granted, and reserved, unto the heirs and legal representatives of Francois Grappe, for certain services he had rendered unto the said nation of Indians, and on account of the good will they bore him, and promises and gifts made him; and unto Jacques Grappe, Dominique Grappe, and Balthazer Grappe, four leagues of land, to them and their heirs and assigns forever; the said land to be taken out of the land ceded to the United States by the Caddo nation of Indians, as expressed in the treaty before mentioned; and the said four leagues of land was, by the said treaty and the said supplementary articles of treaty, to be laid off in one body in the southeast corner of the land ceded by the treaty aforesaid, and bounded by the Red river and by the Pascagoula bayou one league, running back for quantity from each, so as to contain four square leagues of land. And your petitioner further represents, that the said treaty and supplementary articles of treaty, and every part and clause thereof, were duly accepted, ratified, and confirmed by the President of the United States, by and with the advice and consent of the Senate, on the 26th of January, 1836, of which ratification due proclamation was made by the President of the United States.

Your petitioner further represents unto your honor, that the heirs and legal representatives of Francois Grappe, mentioned in the above treaty

and supplementary articles of treaty, were Pelagie Grappe, Felicity Grappe, Magdaline Grappe, Jacques Grappe, Margarite Grappe, Balthazar Grappe, Dominique Grappe, Honore Grappe, Marie Joseph Grappe, Francois Grappe, Helen Grappe, and Susette Grappe, in whom the interest and title of one of the above mentioned four square leagues of land vested; and that your petitioner afterwards, by regular conveyance and title, translative of property, acquired and purchased all the right, title, interest, and claim of all the above mentioned and named Grappes, the league of land granted to the heirs and legal representatives of Francois Grappe, and also all the right, title, interest, and claim of Jacques Grappe, Dominique Grappe, and Balthazar Grappe, to each of the other three leagues of land, granted and reserved to them in the above mentioned treaty and supplementary articles of treaty; and that your petitioner is, by just and legal title and regular conveyances from the persons in the said treaty and supplementary articles of treaty mentioned, the owner and proprietor of all the four square leagues of land given, granted, and reserved in the said treaty and supplementary articles of treaty; that said land has been located according to the boundaries called for in said treaty and supplementary articles of treaty, and have been regularly surveyed, and that said four square leagues of land are lying and situate on the right bank of Red river and in the parish of Caddo; that Samuel Norris, who is also a resident of your parish of Caddo, notwithstanding his knowledge of the rights of your petitioner to the above mentioned land, has illegally entered in and upon six hundred and forty acres of the above mentioned land, and is doing waste, damage, and injury to the same, and refuses on amicable demand to give up and restore to your petitioner the said land, but holds and keeps possession of the same, although he has no color of title thereto; and that said Norris, by his illegal acts aforesaid, has injured and done damage to your petitioner to the amount of ten thousand dollars.

The premises considered, your petitioner prays that said Samuel Norris be cited to appear and answer unto this petition; he prays that, by the judgment and decree of your honorable court, the right and title of your petitioner to the above mentioned four square leagues of land may be recognised and established, and that said Norris be evicted from the land of your petitioner above mentioned, and be compelled to restore to your petitioner the possession and ownership of the same, and that your petitioner be quieted in his right and possession of the said land of which said Norris has the illegal possession, and that a survey be ordered to ascertain the quantity of which Norris has possession; he prays that said Norris may be condemned to pay your petitioner ten thousand dollars for the damages he has done the property of your petitioner, and for the rents and revenues of the land aforesaid, and all costs of suit; he prays for general relief upon the premises; and, as in duty bound, will ever pray, &c.

(Signed,) MORSE & ROYSDON,
Att'ys for petitioner.

And afterwards, on the ninth day of November, in the year aforesaid, was issued by the clerk of said court a citation, in the words and figures following, to wit:

Citation.

State of Louisiana, 10th judicial district court, parish of Caddo.

JEHIEL BROOKS } vs. } 263.
SAM'L NORRIS. }

To Samuel Norris, of the parish of Caddo:

You are hereby summoned to attend at the clerk's office, in the town of Shrevesport, and comply with the prayer of the annexed petition, or file your answer thereto in writing, in the office of the clerk of the said court, in and for the parish of Caddo, on the first Monday of December, if 14 days shall remain between the time of the service hereof and the said first Monday of December; but if so many days shall not remain, then in 14 days after the service thereof.

Witness the honorable J. G. Campbell, judge of the said court, this 9th day of November, 1840.

[SEAL.] (Signed,) JOHN M. LEWIS, *D'y clerk.*

(Endorsed:) Received, November 14th, 1840, and on the same day served a copy hereof, together with copy of petition on Samuel Norris, in person, by handing them to him at his domicil, about 16 miles from Shrevesport.

(Signed,) M. WATSON, *Sheriff.*

And afterwards, at a session of said court, held at the court-house in and for the parish of Caddo, on the eleventh day of December, in the year aforesaid; present, the honorable J. G. Campbell, presiding judge, was entered on the minutes of said court an order, in the words and figures following, to wit:

Order.

JEHIEL BROOKS } vs. } Default.
SAMUEL NORRIS. }

And afterwards, on the fifteenth day of December, in the year aforesaid, at said session of said court, was filed with the clerk thereof, in open court, an answer, in the words and figures following, to wit:

Answer.

District court, parish of Caddo, December term, 1840.

JEHIEL BROOKS } vs. }
SAMUEL NORRIS. }

The defendant, Samuel Norris, comes into court, and answering says, he denies that the land claimed from him, said defendant, is com-

prehended in that said to be ceded to the United States by the Caddo Indians, or in that said to be reserved by them to the Grappes, mentioned in said petition; and further, that he never entered on, or is now in possession of, any land as described in said petition; and defendant further saith, that he is the rightful owner of the land claimed from him as aforesaid, having, at and before the date of the treaty between Spain and the United States, viz., the twenty-second of February, one thousand eight hundred and nineteen, been in possession by habitation, occupancy, and cultivation, and that he has duly proved up his title or claim in this respect before the proper officers, in pursuance of the laws for such purpose subsequently passed by the Government of the United States; and, also, that he has been in good faith and under a just title, in peaceable possession of the land claimed from him ever since the year one thousand eight hundred and seventeen, a period of upwards of twenty years, without the hindrance of any person or persons whatsoever; and, therefore, that the claims of all persons are prescribed against by the laws which operate the acquirement of real estate by undisturbed possession, of, in one case, ten years, and another twenty years; and defendant further answering saith, that the Caddo Indians never ceded to the United States, or reserved to the Grappes, nor ever had any title, or title or interest in or to the land described in plaintiff's petition as such reserve, nor had the Grappes, or did they claim any title or interest thereto until after said treaty; and, also, that said Indians never were the righful owners of the land ceded by said treaty, but had the occupancy permission only by the several Governments respectively who had, from time to time, during such occupancy, the dominion or sovereignty of said land; and defendant further answering expressly charges, that the plaintiff, through gross frauds and impositions practised on the Government, the Indians, and the Grappes respectively, procured, first, the treaty and reservation to said Grappes, and then the assignment to himself; and defendant avers that, therefore, (even supposing, though by no means admitting, but on the contrary denying,) the land claimed from him do form [part] of said reservation, for this reason, and more especially for those herein before set forth as to defendant's title, now title and now cession, by the Indians, said treaty, supplementary articles, and confirmation thereof by Government, are invalid and unconstitutional; and defendant denies all and singular the several allegations, matters, and things in plaintiff's petition set forth, and puts plaintiff on strict proof thereof, and that he does not owe the sum of money claimed, or any part, in manner and form as declared against him; he therefore prays that a jury be empannelled to try said cause, and that plaintiff's petition be dismissed with costs.

(Signed,) RAYMOND SAVAGE,
Att'y in fact for def't.

And afterwards, on the fifteenth day of December, in the year aforesaid, at said session of said court, was entered on the minutes of said court an order, in the words and figures following, to wit:

1818.

Order.

JEHIEL BROOKS
vs. } 263.
SAML. NORRIS.

It is ordered that a commission issue to take testimony.

And afterwards, on the nineteenth day of June, anno domini eighteen hundred and forty-one, at a subsequent term of said court, held as aforesaid; present the hon. J. G. Campbell, judge, was entered on the minutes of said court an order, in the words and figures following, to wit:

Order of survey.

JEHIEL BROOKS
vs. } 263.
SAM'L NORRIS.

On motion of plaintiff's counsel it is ordered by the court, that an order of survey issue, directed to T. P. Hall, parish surveyor, to survey the land in controversy between plaintiff and defendant, and case continued.

And afterwards, on the fifth day of March, in the year aforesaid, was issued by the clerk of said court an order of survey, in the words and figures following, to wit:

Order of survey.

10th district court, parish of Caddo, La., to the parish surveyor, or any legally authorized U. S. deputy surveyor.

JEHIEL BROOKS
vs.
SAM'L NORRIS.

By virtue of an order from the 10th district court, in and for the parish aforesaid, made at the December term, 1840, you are hereby commanded to survey the land in controversy between Jehiel Brooks and Samuel Norris, lying in the parish of Caddo, on the right bank of Red river, and make return thereof before our court on the first Monday of June next. Witness the honorable J. G. Campbell, judge of said court, this March 5th, 1841.

(Signed,) JOHN W. LEWIS, *D'y clerk.*

Service.

(Endorsed.) Received March 6th, 1841, and on the same day served a copy hereof on Wm. T. Walmsley, a legally authorized United States deputy surveyor in the town of Shrevesport.

(Signed,) M. WATSON, *Sheriff.*

And afterwards, on the seventeenth day of August, in the year aforesaid, was issued by the clerk of said court another order of survey, in the words and figures following, to wit:

Order of survey.

10th district court, parish of Caddo, Louisiana, to Thomas P. Hall, parish surveyor, for the parish of Caddo.

JEHIEL BROOKS vs. SAM'L NORRIS. } 263.

Whereas, it hath been directed by the hon. the district court, for the parish and State aforesaid, that an order of survey issue, commanding you to survey the land in controversy between Jehiel Brooks, plaintiff, and Samuel Norris, defendant: Now, therefore, you are hereby commanded, in the name and by the authority of the State of Louisiana, and the 10th judicial district court, to make correct survey of said land, and make return thereof on or before our court, on the first Monday of December next. Witness the hon. J. G. Campbell, and given under my hand and seal of said court, this August 17th, 1841.

(Signed,) JOHN M. LEWIS, *Clerk.*

Service.

(Endorsed.) Received August 23d, 1841, and on the 4th November, 1841, served a copy hereof on Thomas P. Hail, parish surveyor, in person, in Shrevesport.

(Signed,) P. C. STANSBOROUGH, *Dep. Sheriff.*

And afterwards, on the seventh day of December, in the year aforesaid, at a subsequent term of said court, was entered on the minutes of said court an order according [to] an order of survey previously made, in the words and figures following, to wit:

Order.

JEHIEL BROOKS vs. SAM'L NORRIS. }

Ordered that the order of survey made in this case at the June term, 1841, be amended, so that it be directed to Thomas P. Hail, surveyor, and case continued.

And afterwards, to wit, on the twelfth day of January, anno domini eighteen hundred and forty-two, was issued by the clerk of said court an extract from the minutes of said court, to be served on the surveyor, in the words and figures following, to wit:

Order of survey.

THE STATE OF LOUISIANA, *parish of Caddo.*

District court journal, June term, 1841, *June 21st,* 1841.

JEHIEL BROOKS vs. SAM'L NORRIS. } 263.

On motion of plaintiff's counsel, it is ordered by the court, that an order of survey issue directed to T. P. Hail, parish surveyor, to survey

the land in controversy between plaintiff and defendant. December term, 1841, December 7th, 1841.

JEHIEL BROOKS
vs. } 263.
SAM'L NORRIS.

Ordered that the order of survey made in this case, at the June term, 1841, be amended, so that it be directed to Thomas P. Hail, parish surveyor, or to G. W. Morse, United States deputy surveyor. I certify the above to be a true extract from the minutes of said court of record in my office.

Given under my hand and the seal of the said court, this January 12th, A. D. 1842.

[SEAL.] (Signed,) JOHN M. LEWIS, *Clerk*.

Service.

(Endorsed.) Served a copy of the within order of court, personally, on G. W. Morse, U. S. deputy surveyor, in the town and parish of Natchitoches, this 6th day of February, 1842.

(Signed,) B. V. CORTES, *Sh'ff*.

And afterwards, at a subsequent term of said court, held as aforesaid on the fourth day of May, anno domini eighteen hundred and forty-two; present, the hon. J. G. Campbell, presiding judge, was entered on the minutes of said court an order, in the words and figures following, to wit:

Order of continuance.

JEHIEL BROOKS
vs. } 263.—Continued.
SAM'L NORRIS.

And afterwards, at a subsequent term of said court, held at said court-house as aforesaid, on the ninth day of December, in the year aforesaid, was entered on the minutes of said court an order, in the words and figures following, to wit:

Order.

JEHIEL BROOKS
vs. } 263.
SAM'L NORRIS.

Plot of survey and affidavit for continuance filed.

And on the same day, to wit, the ninth day of December, in the year aforesaid, was filed with the clerk of said court, in open court, two affidavits for continuance, in the words and figures following, to wit:

Affidavit for continuance.

10TH JUDICIAL DISTRICT COURT, *parish of Caddo.*

JEHIEL BROOKS
vs.
SAMUEL NORRIS.

I, Samuel Norris, defendant in the above entitled cause, being duly sworn, do depose and say, that Joseph Valentine is a material and competent witness in the above entitled cause; that due diligence has been used to procure his testimony; that he expects to procure the evidence of witness at the next term of this court; that a continuance is not asked for delay; that the witness is not absent by the procurement or with the consent of this affiant, but that he has this day learned that the witness is sick, and unable to attend court at this time; that this affiant cannot safely go to trial without the evidence of said witness; that a continuance is not asked for delay, but to obtain substantial justice. This affiant expects to prove by said witness that he is a Creole, aged about 54 years; was on the ground when the treaty of 1835, between the United States and the Caddo Indians, was made; but was sent off by plaintiff, the commissioner, who told him that none but the interpreter was permitted to be present; that two other persons, whom the Indians had sent for as well as himself, to aid them in making the treaty and to listen, being acquainted with their language, were also sent off. Witness was well acquainted with the Grappes; they are colored people, Griffs; the father passed for a Frenchman, but was a brownskin; the mother a Griff; did not see the Grappes at the treaty. The head chief offered to his father, Andrew Valentine, all their land for his stock of goods, worth about $1,200. When not on hunting excursions, the Caddo Indians [were] principally at their villages at the head of Cos lake; understands the Caddo language well; has always heard the Indians say that bayou Pierre was their eastern boundary, and that they have told him they were much surprised when, after the treaty was concluded, Brooks told them that they owned land on the island, for they had not; this was told him five or six months before the treaty; the Indians never hunted or lived on Rush island; never went there but once himself; went there to purchase some corn of witness, and the Indians accompanied him; was requested by the Indians to be at a meeting of the nation, held at Col. Smith's, as well as several others, to interpret for them. The object of the meeting was to memorialize Congress on the subject of the treaty made with Mr. Brooks; which treaty they said was unjust; that they had made no reservations in the island; the elder Grappe was his distant cousin; knows of no grant made by the Indians to the Grappes; the Indians told him they sold from the Red river, along Texas line, to where it intercepts the first red water.

(Signed,) SAMUEL NORRIS.

Sworn to and subscribed before me, in open court, this December 8th, 1842.

(Signed,) J. M. LEWIS, *Clerk.*

10TH JUDICIAL DISTRICT COURT, *parish of Caddo.*

JEHIEL BROOKS } vs. SAMUEL NORRIS. }

I, Samuel Norris, defendant in the above entitled cause, being duly sworn, do depose and say, that Charles Rombin is a material and competent witness in the above cause; that due diligence has been used to procure his testimony at this term of the court; that a continuance is not asked for delay; that the witness is not absent by the procurement or with the consent of this affiant, but that he has learned this day that the witness is sick, and unable to attend court at this time; that this affiant cannot safely go to trial without the evidence of said witness; that he expects to be able to procure the evidence by the next term of this court; that a continuance is asked that defendant may obtain justice. This affiant expects to prove by said witness the following facts: that witness is a Creole of the country, and thirty-two years of age; that he was present at the time the treaty was made between the United States and the Caddo Indians in July, A. D. 1835; the plaintiff in the above suit, acting as agent of the United States, that he heard the chiefs say to the interpreter, that they sold to him the hill land, extending to the first running red water; he heard Brooks ask the chiefs several questions, and that their answers all went to show that they sold *that they sold* from the first running red water outward, without defining the quantity; that previous to the treaty he knew the bayou Pierre by the name of Rush river; that it runs from Red river, and was formerly known amongst the creoles as rivière des Prells; that from said river des Prells the chiefs motioned their hands west, saying at the same time that they sold from that river in that direction; that he has never heard the Indians say that they sold Rush island; that he considers the old bayou Pierre to be that stream, commencing where a creek or bayou running to Seaman De Soto's, and known as bayou Pierre, enters the lake downward to where it enters the Red river, and the upper part of the same stream as the bayou des Prells from where it leaves Red river; that the river des Prells and the bayou Pierre river are the same river; he also understood that the Cypress bayou formed the south boundary of the Caddo lands; at the time of the treaty he understood the Caddo language well, and comprehended all that was said; does not know the Grappes; heard no mention made of them at the time of the treaty; on the day of the treaty heard the Indians say that they wished to give old Mr. Edwards a piece of land, and that was all he heard of any reserve; at the time of the treaty there were a number of persons living on the land reserved, and that Brooks, plaintiff, knew then; they were Samuel Norris, Baptiste Poirier, Leonard D. Poirier, Francis Poirier, and Antoine Poirier; that all of them had made improvements by clearing the land, building buildings; of all which facts Brooks, plaintiff, was apprized; Indians said they would

sell the land that their fathers and grandfathers gave them, and they had never known any other than the high lands.

(Signed) SAMUEL NORRIS.

Sworn to and subscribed before me, in open court, this December 8th, 1842.

(Signed) J. M. LEWIS, *Clerk.*

And afterwards, at said term of said court, held as aforesaid on the twelfth day of December, in the year aforesaid, was entered on the minutes of said court an order, in the words and figures following, to wit:

Order of continuance.

JEHIEL BROOKS vs. SAM'L NORRIS. } 263.

Continued with leave to take testimony generally.

And afterwards, at a subsequent term of said court, held as aforesaid on the fourth day of May, anno domini eighteen hundred and forty-three; present the honorable Henry Boyce, presiding judge, was entered on the minutes of said court an order, in the words and figures following, to wit:

Order.

JEHIEL BROOKS vs. SAM'L NORRIS. } 263.

Ordered that this case be fixed for trial on Monday next.

And afterwards, at said session of said court, held as aforesaid on the eighth day of May, in the year aforesaid, was entered on the minutes of said court an order, in the words and figures following, to wit:

Order.

JEHIEL BROOKS vs. SAM'L NORRIS. } 263.

The following named persons were drawn and sworn as jurors to try the issue joined in this case, to wit: Silas Flournoy, Robert Hewett, Daniel Lee, Aaron Furguson, Tirrah H. Poland, Henry Deckes, Henry Wagner, Thomas Abington, John Moseley, James Franks, Jno. D. Ford, and Henry Ruguly.

And afterwards, on the ninth day of May, in the year aforesaid, was taken down the evidence on which the foregoing recited cause was tried, in the words and figures following, to wit:

Testimony.

May term, 1843.

J. Brooks vs. Sam'l Norris. } 263.

Evidence for the plaintiff.

Treaty between the United States and the Caddo Indians, and the supplemental articles thereto, marked No. 1.

Treaty No. 1.

United States of America, Department of State, to all to whom these presents shall come, greeting:

I certify, that the papers hereunto annexed are a true copy of the treaty, and articles supplementary, made at the agency-house in the Caddo nation, and State of Louisiana, on the 1st of July, 1835, between Jehiel Brooks, commissioner on the part of the United States, and the chief, headmen, and warriors of the Caddo nation of Indians, and ratified at the city of Washington on the 2d of February, 1836.

In testimony whereof I, Fletcher Webster, acting Secretary of State of the United States, have hereunto subscribed my name and caused the seal of the Department of State to be affixed. [SEAL.]

Done at the city of Washington, this sixth day of May, A. D. 1841, and of the independence of the United States of America the sixty-fifth.

(Signed) FLETCHER WEBSTER, *Act. Sec.*

Andrew Jackson, President of the United States of America, to all and singular to whom these presents shall come, greeting:

Whereas a treaty was made at the agency-house in the Caddo nation, and State of Louisiana, on the first day of July, one thousand eight hundred and thirty-five, between the United States, by their commissioner, Jehiel Brooks, and the chief, headmen, and warriors of the Caddo nation of Indians; and whereas certain supplementary articles were added thereto at the same time and place, which treaty and articles supplementary thereto are in the words following, to wit:

Articles of a treaty made at the agency-house in the Caddo nation, and State of Louisiana, on the first day of July, in the year of our Lord one thousand eight hundred and thirty-five, between Jehiel Brooks, commissioner on the part of the United States, and the chief, headmen, and warriors of the Caddo nation of Indians.

Article I. The chief, headmen, and warriors of the said nation, agree to cede and relinquish to the United States all their land contained in the following boundaries, to wit: Bounded on the west by the north and south line which separates the said United States from the Republic of Mexico, between the Sabine and Red rivers, wheresoever the same

shall be defined and acknowledged to be by the two Governments; on the north and east by the Red river, from the point where the said north and south boundary line shall intersect the Red river, whether it be in the Territory of Arkansas or the State of Louisiana, following the meanders of the said river down to its junction with the Pascagoula bayou; on the south by the said Pascagoula bayou to its junction with bayou Wallace, by said bayou and Lake Wallace to the mouth of the Cypress bayou; thence up said bayou to the point of its intersection with the first mentioned north and south line, following the meanders of the said water-courses; but if the said Cypress bayou be not clearly definable, so far then from a point which shall be definable by a line due west, till it intersect[s] the said first mentioned north and south boundary line, be the content of land within said boundary more or less.

Article II. The chief, headmen, and warriors of the said nation, do voluntarily relinquish their possession to the territory of land aforesaid, and promise to remove at their own expense out of the boundaries of the United States, and the territories belonging and appertaining thereto, within the period of one year from and after the signing of this treaty, and never more return to live, settle, or establish themselves as a nation, tribe, or community of people within the same.

Article III. In consideration of the aforesaid cession, relinquishment, and removal, it is agreed that the said United States shall pay to the said nation of Caddo Indians, the sums in goods, horses, and money hereinafter mentioned, to wit: Thirty thousand dollars to be paid in goods and horses as agreed upon, to be delivered on the signing of the treaty; ten thousand dollars in money within one year from the first day of September next; ten thousand dollars per annum in money for the four years next following, so as to make the whole sum paid and payable eighty thousand dollars.

Article IV. It is further agreed that the said Caddo Indians shall have authority to appoint an agent or attorney in fact, resident within the United States, for the purpose of receiving for them from the said United States all of the annuities stated in this treaty, as the same shall become due, to be paid to them, said agent or attorney in fact, at such place or places within the said United States, as shall be agreed on between him and the proper officer of the Government of the United States.

Article V. This treaty, after the same shall have been ratified and confirmed by the President and Senate of the United States, shall be binding on the contracting parties. In testimony whereof, the said Jehiel Brooks, commissioner as aforesaid, and the chief, headmen, and warriors of said nation of Indians, have hereunto set their hands and affixed their seals, at the place and on the day and year above written.

J. BROOKS, [L. S.]
TARSHER, his x mark, [L. S.]
T. Sauninot, his x mark, [L. S.]
Satiownhown, his x mark, [L. S.]
Tinnehinnan, his x mark, [L. S.]
Oat, his x mark, [L. S.]

Tinnowin, his x mark, [L. S.]
Chouabah, his x mark, [L. S.]
Kianhoon, his x mark, [L. S.]
Tiatesun, his x mark, [L. S.]
Tehowaurnow, his x mark, [L. S.]
Tewinnun, his x mark, [L. S.]
Kardy, his x mark, [L. S.]
Teotow, his x mark, [L. S.]
Tehowahinno, his x mark, [L. S.]
Tooeksoach, his x mark, [L. S.]
Tehowuinia, his x mark, [L. S.]
Sauninow, his x mark, [L. S.]
Saunivoat, his x mark, [L. S.]
Highahidock, his x mark, [L. S.]
Mattan, his x mark, [L. S.]
Towabinneh, [L. S.]
Aach, his x mark, [L. S.]
Sookiantow, his x mark, [L. S.]
Sohone, his x mark, [L. S.]
Ossinse, his x mark, [L. S.]

In presence of—

T. J. HARRISON,
Capt. 3d Reg't Inf., comd'g detachment.
J. BONNELL,
1st Lieut. 3d Reg't U. S. Infantry.
G. P. FRILE,
Brevet 2d Lieut. 3d Reg't U. S. Infantry.
D. M. HEARD, M. D.,
Act'g Ass't Surgeon U. S. army.
ISAAC C. WILLIAMSON,
HENRY QUEEN,
JOHN W. EDWARDS, *Interpreter.*

Agreeably to the stipulations in the third article of the treaty, there have been purchased, at the request of the Caddo Indians, and delivered to them, goods and horses to the amount of thirty thousand dollars.

As evidence of the purchase and delivery as aforesaid, under the direction of the commissioner, and that the whole of the same have been received by the said Indians, the said commissioner, Jehiel Brooks, and the undersigned, chiefs and headmen of the whole Caddo nation of Indians, have hereunto set their hands and affixed their seals, the third day of July, in the year of our Lord one thousand eight hundred and thirty-five.

J. BROOKS, [L. S.]
Tarsher, his x mark, [L. S.]
T. Sauninot, his x mark, [L. S.]
Satiownhown, his x mark, [L. S.]
Oat, his x mark, [L. S.]

Ossinse, his x mark, [L. S.]
Tiotow, his x mark, [L. S.]
Chowawanow, his x mark. [L. S.]

In presence of—

LARKIN EDWARDS,
HENRY QUEEN,
JOHN W. EDWARDS, *Interpreter.*
JAMES FINNERTY.

Articles supplementary to the treaty made at the agency-house, in the Caddo nation, and State of Louisiana, on the first day of July, one thousand eight hundred and thirty-five, between Jehiel Brooks, commissioner on the part of the United States, and the chiefs, headmen, and warriors of the Caddo nation of Indians, concluded at the same place, and on the same day, between the said commissioner, on the part of the United States, and the chiefs, headmen, and warriors, of the said nation of Indians, to wit:

Whereas the said nation of Indians did, in the year one thousand eight hundred and one, give to one François Grappe, and to his three sons, then born, and still living, named Jaques, Dominique, and Balthazer, for reasons stated at the time, and repeated in a memorial which the said nation addressed to the President of the United States in the month of January last, one league of land to each, in accordance with the Spanish custom of granting land to individuals. That the chiefs and headmen, with the knowledge and approbation of the whole Caddo people, did go with the said François Grappe, accompanied by a number of white men, who were invited by the said chiefs and headmen to be present as witnesses, before the Spanish authority at Natchitoches, and then and there did declare their wishes touching the said donation of land to the said Grappe and his three sons, and did request the same to be written out in form, and ratified and confirmed by the proper authorities, agreeably to law.

And whereas Larkin Edwards has resided for many years, to the present time, in the Caddo nation, was a long time their true and faithful interpreter, and, though poor, he has never sent the red man away from his door hungry. He is now old, and unable to support himself by manual labor, and since his employment as their interpreter has ceased, possesses no adequate means by which to live. Now, therefore—

Article I. It is agreed that the legal representatives of the said François Grappe, deceased, and his three sons, Jaques, Dominique, and Balthazer Grappe, shall have their right to the said four leagues of land reserved for them and their heirs and assigns forever. The said lands to be taken out of the lands ceded to the United States by the said Caddo nation of Indians, as expressed in the treaty to which these articles are supplementary. And the said four leagues of land shall be laid off in one body in the southeast corner of their lands, ceded as aforesaid, and bounded by the Red river four leagues, and by the Pascagoula bayou

one league, running back for quantity from each, so as to contain four square leagues of land, in conformity with the boundaries established and expressed in the original deed of gift made by the said Caddo nation of Indians to the said François Grappe and his three sons, Jaques, Dominique, and Balthazer Grappe.

Article II. And it is further agreed, that there shall be reserved to Larkin Edwards, his heirs and assigns forever, one section of land, to be selected out of the lands to be ceded to the United States by the said nation of Indians, as expressed in the treaty to which this article is supplementary, in any part thereof not otherwise appropriated by the provisions contained in these supplementary articles.

Article III. These supplementary articles, or either of them, after the same shall have been ratified and confirmed by the President and Senate of the United States, shall be binding on the contracting parties; otherwise to be void and of no effect upon the validity of the original treaty to which they are supplementary.

In testimony whereof the said Jehiel Brooks, commissioner as aforesaid, and the chiefs, headmen, and warriors of the said nation of Indians, have hereunto set their hands and affixed their seals, at the place, and on the day and year above written:

J. BROOKS,	[L. S.]
T. Sauninot, his x mark,	[L. S.]
Tarsher, his x mark,	[L. S.]
Satiowhown, his x mark,	[L. S.]
Tennehinnan, his x mark,	[L. S.]
Oat, his x mark,	[L. S.]
Tinnowin, his x mark,	[L. S.]
Chowabah, his x mark,	[L. S.]
Kianhoon, his x mark,	[L. S.]
Tiatesun, his x mark,	[L. S.]
Tehowawinnow, his x mark,	[L. S.]
Tewinnun, his x mark,	[L. S.]
Kardy, his x mark,	[L. S.]
Tioatow, his x mark,	[L. S.]
Tehawahinno, his x mark,	[L. S.]
Toackooch, his x mark,	[L. S.]
Tchowuinin, his x mark,	[L. S.]
Sauninow, his x mark,	[L. S.]
Sauninot, his x mark,	[L. S.]
Hiahidock, his x mark,	[L. S.]
Mattan, his x mark,	[L. S.]
Towahinnek, his x mark,	[L. S.]
Aach, his x mark,	[L. S.]
Soakiantow, his x mark,	[L. S.]
Sohone, his x mark,	[L. S.]
Ossinse, his x mark,	[L. S.]

Ossinse, his x mark, [L. S.]
Tiotow, his x mark, [L. S.]
Chowawanow, his x mark. [L. S.]

In presence of—

LARKIN EDWARDS,
HENRY QUEEN,
JOHN W. EDWARDS, *Interpreter.*
JAMES FINNERTY.

Articles supplementary to the treaty made at the agency-house, in the Caddo nation, and State of Louisiana, on the first day of July, one thousand eight hundred and thirty-five, between Jehiel Brooks, commissioner on the part of the United States, and the chiefs, headmen, and warriors of the Caddo nation of Indians, concluded at the same place, and on the same day, between the said commissioner, on the part of the United States, and the chiefs, headmen, and warriors, of the said nation of Indians, to wit:

Whereas the said nation of Indians did, in the year one thousand eight hundred and one, give to one François Grappe, and to his three sons, then born, and still living, named Jaques, Dominique, and Balthazer, for reasons stated at the time, and repeated in a memorial which the said nation addressed to the President of the United States in the month of January last, one league of land to each, in accordance with the Spanish custom of granting land to individuals. That the chiefs and headmen, with the knowledge and approbation of the whole Caddo people, did go with the said François Grappe, accompanied by a number of white men, who were invited by the said chiefs and headmen to be present as witnesses, before the Spanish authority at Natchitoches, and then and there did declare their wishes touching the said donation of land to the said Grappe and his three sons, and did request the same to be written out in form, and ratified and confirmed by the proper authorities, agreeably to law.

And whereas Larkin Edwards has resided for many years, to the present time, in the Caddo nation, was a long time their true and faithful interpreter, and, though poor, he has never sent the red man away from his door hungry. He is now old, and unable to support himself by manual labor, and since his employment as their interpreter has ceased, possesses no adequate means by which to live. Now, therefore—

Article I. It is agreed that the legal representatives of the said François Grappe, deceased, and his three sons, Jaques, Dominique, and Balthazer Grappe, shall have their right to the said four leagues of land reserved for them and their heirs and assigns forever. The said lands to be taken out of the lands ceded to the United States by the said Caddo nation of Indians, as expressed in the treaty to which these articles are supplementary. And the said four leagues of land shall be laid off in one body in the southeast corner of their lands, ceded as aforesaid, and bounded by the Red river four leagues, and by the Pascagoula bayou

one league, running back for quantity from each, so as to contain four square leagues of land, in conformity with the boundaries established and expressed in the original deed of gift made by the said Caddo nation of Indians to the said François Grappe and his three sons, Jaques, Dominique, and Balthazer Grappe.

Article II. And it is further agreed, that there shall be reserved to Larkin Edwards, his heirs and assigns forever, one section of land, to be selected out of the lands to be ceded to the United States by the said nation of Indians, as expressed in the treaty to which this article is supplementary, in any part thereof not otherwise appropriated by the provisions contained in these supplementary articles.

Article III. These supplementary articles, or either of them, after the same shall have been ratified and confirmed by the President and Senate of the United States, shall be binding on the contracting parties; otherwise to be void and of no effect upon the validity of the original treaty to which they are supplementary.

In testimony whereof the said Jehiel Brooks, commissioner as aforesaid, and the chiefs, headmen, and warriors of the said nation of Indians, have hereunto set their hands and affixed their seals, at the place, and on the day and year above written:

J. BROOKS,	[L. S.]
T. Sauninot, his x mark,	[L. S.]
Tarsher, his x mark,	[L. S.]
Satiowhown, his x mark,	[L. S.]
Tennehinnan, his x mark,	[L. S.]
Oat, his x mark,	[L. S.]
Tinnowin, his x mark,	[L. S.]
Chowabah, his x mark,	[L. S.]
Kianhoon, his x mark,	[L. S.]
Tiatesun, his x mark,	[L. S.]
Tehowawinnow, his x mark,	[L. S.]
Tewinnun, his x mark,	[L. S.]
Kardy, his x mark,	[L. S.]
Tioatow, his x mark,	[L. S.]
Tehawahinno, his x mark,	[L. S.]
Toackooch, his x mark,	[L. S.]
Tchowuinin, his x mark,	[L. S.]
Sauninow, his x mark,	[L. S.]
Sauninot, his x mark,	[L. S.]
Hiahidock, his x mark,	[L. S.]
Mattan, his x mark,	[L. S.]
Towahinnek, his x mark,	[L. S.]
Aach, his x mark,	[L. S.]
Soakiantow, his x mark,	[L. S.]
Sohone, his x mark,	[L. S.]
Ossinse, his x mark,	[L. S.]

In presence of—

T. J. HARRISON,
Capt 3d Reg't. Inf., comd'g detachment.
J. BONNELL,
1st Lieut. 3d Reg't U. S. Infantry.
G. P. FRILE,
Brevet 2d Lieut., U. S Infantry.
D. M. HEARD, M. D.
Acting Ass't Surgeon U. S. Army.
ISAAC C. WILLIAMSON,
HENRY QUEEN,
JOHN W. EDWARDS, *Interpreter.*

Now, therefore, be it known, that I, Andrew Jackson, President of the United States of America, having seen and considered the said treaty, do, by and with the advice and consent of the Senate, as expressed in their resolution of the twenty-sixth of January, one thousand eight hundred and thirty-six, accept to ratify and confirm the same, and every clause and article thereof.

In testimony whereof I have caused the seal of the United States to be hereunto affixed, having signed the same with my hand.

Done at the city of Washington, this second day of February, one [L. S.] thousand eight hundred and thirty-six, and of the independence of the United States the sixtieth.

ANDREW JACKSON.

By the President:
JOHN FORSYTH, *Secretary of State.*

Deed from Jacques, B., and Dominique Grappe to J. Brooks, dated 18th of January, 1837, marked No. 2.

Deed No. 2.

Know all men by these presents, that Jacques Grappe, Balthazar Grappe, and Dominique Grappe, free men of color, of the parish of Natchitoches, and State of Louisiana, for and in consideration of the sum of four thousand five hundred dollars, lawful money of the United States, to them in hand paid by Jehiel Brooks, of the District of Columbia, before the signing and delivery hereof, the receipt whereof they, the said Jacques, Balthazar, and Dominique, do hereby acknowledge and thereof acquit and forever discharge the said Jehiel Brooks, his heirs, executors, and administrators, by these presents have bargained, sold, transferred, and delivered, and by these presents do bargain, sell, transfer, and deliver, with warranty against the claim or claims by them, the said Jacques, Balthazar, and Dominique, or any other person or persons whatsoever, claiming or to claim by, from, or under them, their heirs and assigns, unto the said Jehiel Brooks, here present and accepting for himself, his heirs and assigns, all their right, title, interest, claim, and pretensions whatsoever in and unto a certain tract or parcel of land

containing three leagues, more or less, situate, lying, and being in the parish and State aforesaid, and bounded as follows, to wit, on the south by the Pascagoula bayou, bayou Pierre, and the outlet of Wallace's lake, one league; on the east by the Red river, three leagues; on the north by land sold by the heirs of François Grappe, deceased, to the said Jehiel Brooks, one league; and on the west by a line to intersect the said north *north* and south boundary lines so as to make in one body or tract three square leagues of land; the foregoing described tract of land being the same that was reserved to the said Jacques, Balthazar, and Dominique in the Caddo treaty, concluded July the first, one thousand eight hundred and thirty-five, with all and singular the buildings and improvements thereon belonging or any wise appertaining.

To have and to hold the said tract or parcel of land, hereditaments, and premises hereby granted or mentioned, with the appurtenances, unto the said Jehiel Brooks, his heirs and assigns, to the only proper use and behoof of the said Jehiel Brooks, his heirs and assigns forever.

In witness whereof the said Jacques Grappe, Balthazar Grappe, and Dominique Grappe declaring they knew not how to sign their names, have hereunto affixed their ordinary marks of a cross, in presence of Lezin Eugene Tauzin and Philip Bredo, both competent witnesses domiciliated in this said parish, who have signed these presents with the said Jehiel Brooks, in presence of me, the undersigned notary, at Campte, on this eighteenth day of January, one thousand eight hundred and thirty-seven.

(Signed) JACQUES GRAPPE, his x mark.
BALTHAZAR GRAPPE, his x mark.
DOMINIQUE GRAPPE, his x mark.
JEHIEL BROOKS.

Attest: L. E. TAUZIN,
J. P. BRIDO.

C. J. HARDY, *Not. Pub.*

I hereby certify the above and foregoing to be a true copy of the original on file and of record in my office.

Given under my hand and official seal, at Natchitoches, this 7th day of July, A. D. 1843.

[SEAL.]

C. E. GRENEAUX, *Parish Judge.*

Deed of heirs of F. Grappe to J. Brooks, dated on the 18th of January, 1837, No. 3.

Deed No. 3.

Know all men by these presents, that Pelagie Grappe, Felicite Grappe, Madeline Grappe, Jacques Grappe, Balthazar Grappe, Dominique Grappe, Marguritte Grappe, Honure Grappe, and Suzette Grappe, free men and women of color, of the parish of Natchitoches, and State of Louisiana, the sons and daughters and testamentary heirs of François Grappe, deceased, for and in consideration of one thousand five hundred dollars, lawful money of the United States, to them in hand paid by Jehiel Brooks of the District of Columbia, before the signing and delivery hereof, the receipt whereof the said Pelagie, Felicite, Magdaline,

Jacques, Balthazar, Marguritte, Honare, Marie Joseph, François, Heline, Dominique, and Suzette, do hereby acknowledge and thereof acquit and forever discharge the said Jehiel Brooks, his heirs, executors, and adminstrators, by these presents have bargained, sold, transferred, and delivered, and by these presents do bargain, sell, transfer, and deliver, with warranty against the claim or claims of them or of any other person or persons whatsoever, claiming or to claim by, from, or under them, their heirs or assigns, unto Jehiel Brooks, here present and accepting of the same for himself, his heirs and assigns, all their right, title, claim, and interest whatsoever, in and to a certain tract or parcel of land containing one league square, more or less, situate, lying, and being in the parish and State aforesaid, and bounded as follows, to wit, on the south *south* by lands sold by Jacques, Balthazar, and Dominique Grappe, one league; on the east by the Red river, running back from each of said lines for quantity so as to make one league square of land; the said described tract of land being the same that was reserved to the legal representatives of François Grappe, deceased, in the Caddo treaty concluded July the first, one thousand eight hundred and thirty-five, with all and singular the buildings and improvements thereunto belonging or any wise appertaining. To have and to hold the said tract or parcel of land, hereditaments, and premises, hereby granted or mentioned, with the appurtenances, unto the said Jehiel Brooks, his heirs and assigns, to their only proper use and behoof, of the said Jehiel Brooks, his heirs and assigns forever.

In witness whereof the said Pelagie Grappe, Felicite Grappe, Magdeline Grappe, Jacques Grappe, Balthazar Grappe, Dominique Grappe, Marguritte Grappe, Honorie Grappe, Marie Joseph Grappe, François Grappe, Heline Grappe, and Suzette Grappe, declaring that they knew not how to write, have hereunto affixed their ordinary mark of a cross in the presence of Lezine Eugene Tauzin and Philip Brido, both competent witnesses domiciliated in the State and parish aforesaid, who have signed these presents with the said Jehiel Brooks, in presence of me, the undersigned notary, in Campte, on this eighteenth day of January, one thousand eight hundred and thirty-seven.

(Signed) Pelagie Grappe, her x mark.
Felicite Grappe, her x mark.
Magdaline Grappe, her x mark.
Jacques Grappe, his x mark.
Balthazar Grappe, his x mark.
Dominique Grappe, his x mark.
Honare Grappe, his x mark.
Marie Joseph Grappe, her x mark.
François Grappe, his x mark.
Heline Grappe, her x mark.
Suzette Grappe, her x mark.
JEHIEL BROOKS.

Attest: L. E. TAUZIN,
J. P. BRIDO.

C. J. HARDY, *Not Pub.*

I hereby certify the above and foregoing to be a true copy of the original on file and of record in my office.

Given under my hand and official seal, at Natchitoches, this 7th day of July, A. D. 1843.

[SEAL.]

C. E. GRENEAUX, *Parish Judge*.

Testament of François Grappe with the probate of the same, No. 4.

Testament, &c., No. 4.

Ne varietur. Be it remembered, that on this day, the twenty-fifth of July, in the year of our Lord one thousand eight hundred and twenty-five, I, François Grappe, of the parish of Natchitoches, and State of Louisiana, being sick in bed, but of sound mind and memory, knowing the uncertain hour of death, and desirous of arranging my affairs, have made this my last will and testament, hereby annulling all former wills and testaments by me made of what nature soever; after recommending my soul to God, and my body to the earth, I name and constitute for my testamentary executors Bartholomew Fleming and Pierre Trichel, both of the parish and State aforesaid.

It is my will and desire that all my just debts be paid out of my estate, and the balance, if there exists any, it is my desire that it shall be divided in an equal manner between Jacques, Pelagie, Felicite, Magdaline, Balthazar, Dominique, Honaré, Marie Joseph, François, Ellen, and Lucette, all residing with me and on my plantation; and having no other distribution to make, I have signed this with my hand, after having had it read, in presence of Hypolite Bardelan, John Baptiste Fontinau, Cesaire Fontinau, Patrick Savage, and Onazine Grappe, witnesses, who have signed with me, the day and year above written.

(Signed) FRAN. GRAPPE.

HE. BOURDELON,
JEAN B. FONTINAU,
PAT. SAVAGE,
ONAZINE GRAPPE.

Ne varieteur.

I hereby certify the above to be a true copy of the original on file in my office. Given under my hand and official seal, at Natchitoches, this 17th April, A. D. 1843.

[SEAL.]

C. E. GRENEAUX, *Parish Judge*.

Court of probates, parish of Natchitoches, August 9th, 1825.

Probate of the last will and testament of François Grappe, deceased.

This day came into open court Messieurs Pierre Trichelle and Bartholomew Fleming, of said parish, who presented a sealed packet, on the envelope of which was written, "last will and testament of Fran. Grappe," who desired that the same might be opened and read. The packet was then opened and read in the presence of said executors, and of John Baptiste Fontinau, Cezaire Fontinau, and Patrick Savage,

subscribing witnessess to the said will; beginning with the words "be it remembered," and ending with *with* the words "the day and year above written, Fran. Grappe," the said witnesses having been each duly sworn, severally depose and say, that the paper contained in the said envelope is the same that was written by Bartholomew Fleming, esq., by the direction of the said testator, François Grappe, in their presence, and which he declared to them contained his last will; that they severally saw him sign the same, and that they severally recognise their several signatures as witnesses thereto, and also that of the testator at the foot of said testament, and that all these formalities were done without interruption or turning away to other acts.

In testimony whereof the said witnesses have hereto signed their names the day and year above written.

Signed, PAT. SAVAGE.
JEAN BTE. FONTINAU.
CESAIRE FONTINAU.

Order.

The decease of the said testator having been duly proved, it is ordered that the said will, which I have paraphed ne varietur on the top and bottom of each page thereof, be deposited in the office of the parish judge of said parish, and that the same be executed according to its provisions, limitations, form, and tenor.

JOHN C. CARR,
Judge of the parish of Natchitoches,
and judge of probates ex officio.

I hereby certify the above and foregoing to be a true copy of the original on file in my office. Given under my hand and official seal at Natchitoches, this 17th day of April, A. D. 1843.
[SEAL.]
C. E. GRENEAUX, *Parish judge.*

Plot of survey of those lands approved by the surveyor general, No. 5.—Annexed at page.

2 plots of the surveyor under the order of the court, 6.—Annexed at page .

Admitted that Sam'l Norris, the dft., is on the 4 leagues represented in the plot No. 5, and that the residence and land of deft. is as represented on the plot No. 6.

Morse's testimony.

R. A. Morse, sworn, says he has been acquainted with this Grappe family for 8 years, and that they are the heirs of F. Grappe as set forth, as he understood that they are the same persons mentioned in the will.

For defendant.

Certificate of register of land office in favor of Sam'l Norris, dated 1824, and marked A.

Certificate A.

Certificate of Report No. 10.—Samuel Norris, of the parish of Natchitoches, filed his notice, claiming by virtue of habitation, occupation, and cultivation, a tract of land lying within the late neutral territory, situated on the southwest bank of Red river, bounded on the west by Francois Poirio; south by a lake; east by Leonard Dysen, and containing four hundred and eighty-nine acres; in support of the claim the following testimony was taken before the board:

Leonard Dyson and Peter Murphy being sworn, say that they know the land claimed by Samuel Norris, in his above notice; that the same is situated and lying as is therein described; that said track was occupied, inhabit*er*, and cultivated by the claimant by his living and growing corn thereon, and tobacco, on and previous to the 22nd February, 1819; that said occupation, habitation, and cultivation has been continued by the claimant since that period to the present time, and that the claimant's improvements on the tract claimed includes about fifteen acres. We are of opinion this claim ought to be confirmed, and accordingly in the abstract have classed [it] *in* under the head of the third class of claims.

LAND OFFICE, *Opelousas, La., Nov. 13th*, 1841.

I do hereby certify the foregoing to be a correct copy from the reports made by the register and receiver to the Hon. William H. Crawford, Secretary of the Treasury of the United States, on the 1st day of November, 1824, which is of record and on file in my office.

G. R. BRIANT, *Register*.

Refers to act of Congress, approved 6th July, 1842, as confirming it.

Certificate No. 13, *in favor* [*of*] *Sam'l Norris, as assignee of* ——— *dated* 1824, *marked B.*—No. 13.

LAND OFFICE *at Oppelousas, La., December 10th*, 1840.

Samuel Norris, of the parish of Natchitoches, assignee of Peter Murphy, filed his notice, claiming by virtue of habitation, occupation, and cultivation, a tract of land lying within the late neutral territory, situated on the southwest bank of the Red river; bounded on the east by Bte. Poirio and children; south by vacant land; west by James Phivas, and containing 296 $\frac{66}{100}$ acres; the claim is supported by the following testimony taken before the board: Leonard Dyson and Peter Murphy, being sworn, say, that they know the tract of land claimed by Samuel Norris, as assignee of Peter Murphy, in his above *above* notice; that the same is situated and lying as is therein described; that said tract of land was occupied, inhabited, and cultivated, by the claimant and those under whom he claims, by their living and growing corn thereon;

on and previous to the 22d of February, 1819; that said occupation, habitation, and cultivation has been continued by the claimant, and those under whom he claims, since that period to the present time; and that the claimant's improvements on the tract claimed at this time embraces about five acres; on this testimony we are of opinion the claim ought to be confirmed, and according it will be found among the third class of claims.

Signed,

V. KING, *Register*.
D. L. TODD, *Receiver*.

I, Benjamin R. Garett, receiver of public moneys at Oppelousas, La., do hereby certify *that* the foregoing copy to be a true transcript from the records on file in the land office at Opelousas, La.; there is at this time no register's office, being vacant by the resignation of the former incumbent, and the books and papers are in my charge, as receiver of public moneys of the land office at Opelousas; in virtue whereof I have given the foregoing copy.

BENJ'N R. GARRETT, *Receiver*.

ACT OF CONGRESS, APPROVED 6TH OF JULY, 1842.

Agreement.

It is agreed by counsel that the defendant read from report of committee of Congress, No. 1035, the deposition of the witnesses mentioned in it, as if they were present, to prove any thing which their statement may legally establish; and that the plff's counsel may read any depositions from the same as rebutting evidence.

Deposition of Lewis N. Rombin, from the report of the committee, p. 21, marked letter C.—See page 41.

Deposition of Charles Rombin, from same report, p. 22, marked D.—See page 44.

Deposition of Thomas Wallace, from the same, No. 24, marked E.—See page 45.

Jacob Irvin, p. 25, from the same, and marked F.—See page 48.

Deposition of Joseph Valentine, p. 27, of the same report, marked G.—See page 51.

Deposition of Sylvester Porpet, p. 29, from same report, H.—See page 54.

Cesaire Lafitte, his deposition, p. 30, in the said deposition marked I.—See page 55.

John & Jos. Le Barb. Deposition p. 31, and marked J.—See page 57.

Deposition of Michael Latier, p . from said reports, and marked letter R.—See page 58.

Deposition of Thomas Latier, p. 33, from same. L.—See page 59.

Deposition of Pierre Ruble, p. from the same report, and marked letter M.—See page 59.

Manuel Lafitte, deposition p. 34, from the same, marked letter N.—See page 61.

Deposition of Joseph Valentine, p. 35, from same, letter O.—See page 62.

Testimony of F. D. Poirier.

François D. Poirier, sworn, says he has lived in Rush island 24 or 25 years; is in his 38th year; his father moved there. Saml. Norris, the defendant, was there where he is now; this was before the treaty of 1819. Norris, the defendant, has lived there since, except one year, when he went to Texas, and rented out his land; don't know that the Indians ever claimed the land on that island; they were not in the habit of going to that island to hunt; saw some of them come there once to buy corn, about the time that Brooks came there; at the earliest times within his recollection Norris had a field there, and houses where Norris and witness lived; is called Rush island; is the land between bayou Pierre and the main channel of Red river; never saw any of the Grappes but once, and saw him on the hills of Claiborne. W. has lived there since he first went to that place, except about six months. Peter Murphy lived there in the same vicinity of Norris; when W. went there, had an improvement in a cornfield; knows Cypress bayou, it falls into Wallace's lake; it runs through the hills, where he saw it; what is called Pascagoula bayou, witness always heard called Pierre river; never was up where Capt. Gray, the Indian agent, lived; did not know him; Brooks lived on the high lands when he was Indian agent, on this side of bayou Pierre; went to where witness and Norris lives on the island; never ordered any of them off from there; when Brooks, the plaintiff, was the Indian agent, heard him offer witness's brother, Antoine Poirier, who lives near him, that if he would give him, Brooks, half his land, he would get his title for him from Congress; this was about a year before the treaty in 1834; W's brother would not give this.

Cross examined.—W. is a son of Baptiste Poirier; W. has suit with Brooks also; W. expects to defeat Brooks, and so does Norris; Capt. Gray, as agent, never sent them word to leave their lands; Norris, when he went to Texas, was, he understood, a kind of squire; Frederick was on Norris's place then; W. has a brother named Baptiste, aged about 40 years; W. was not at the treaty; was there the day before, but Brooks would not settle some business he had with him till the treaty; Brooks would not let him remain there that night.

Testimony of A. Poirier.

Antoine Poirier, sworn, says, he moved to Rush island in 1818, and has lived there since, except a year he was in Texas, which was in 1825; Saml. Norris was there when W. went there; Norris had a house, and cleared land, and lived there since, except the year he spent in Texas, in 1825; Murphy was living thereabouts, but don't remember exactly where; the Caddo Indians, in his knowledge, occupied any

part of Rush island; did not hunt there; they were afraid to hunt there; they said there was too much water and musketoes for them to hunt there; W. saw Brooks in there while he was Indian agent; Brooks and a Major Davis come there, and W. expressed some uneasiness in consequence of hearing there was to be an Indian claim, but Brooks told him not to be uneasy, that the Indians had no right to it; that Gray was afraid of the Indians, and to be friendly with them, told them they owned all those lands; saw one of the Grappes there a day or two after the treaty, viz., François Grappe, and W. helped to cross him over the river; never saw any of them there except then; Brooks before the treaty proposed to witness, if he would give to him (Brooks) a part of the land, he would get him a title for it from Government; when W. asked him how much of it he would take? Brooks said half, and W. would not give it; what is now called Pascagoula bayou, was a name given to it by W. and some others.

Cross examined.—Brooks has a suit against W. on the docket, and has the same defence against him that Norris has, and expects to defeat him; don't remember when there was an Indian claim set up to Rush island; Gray was Indian agent when they went to Texas; Norris was alcalde there the year he remained; they came back here after the Fredonian war of Edwards; W. did not take any oath of allegiance then; heard of Gray ordering off people from Indian lands; the people of Rush island were not ordered off that he knows; the rumor of people being ordered off Indian lands generally, was before W. went to Texas; whilst W. was in Texas, he bought a right on Rush island from McLaughlin; Brooks helped Dupere to build a house on Rush island before the Indian treaty.

Rebutting evidence.

2 Vol. of Land Laws, p. 228, act of Congress approved May 24th, 1828.

From reports of Congress and [illegible] 13 page of reports on No. 16 of Rio Hondo claims. Report dated 1st Nov., 1824.

Testimony of D. M. Heard from report of committee, p. 40, marked No. 7.—See page 63.

Evidence of Lewis G. De Russy from same report, p. 51, marked No. 8.—See page 69.

P. J. Grappe's deposition in said report marked No. 9, at page .—See page 75.

Deposition of Henry Quiin, p. 85 of same book, marked No. 10.—See page 82.

Antoine Guttell and Wm. Callihan, on p. 91, No. 11.—See page 93.

Deposition of Terrett, at p. 97, and marked No. 12.—See page 94.

Letter of Col. Many, p. 95 of report of committee, No. 13.—See page 95.

Deposition of J. B. David, p. 100, Pierre Trichell and Rumond D. Ortilont, merely to show that their statements were sworn to before the treaty, to show a claim set up for the Grappes before the treaty, but it

is not considered those depositions afford any evidence of the reported grant or sale by the Indians to the Grappes, before the commandants, as this ought to appear by writing.—See pages .

I certify the foregoing to be all the evidence adduced by the parties on the trial of this cause, and taken down by me with consent of parties, to serve in case of appeal, May, 1843.

(Signed) H. BOYCE,
Judge of 6th district.

And afterwards, at the said session of said court, on the tenth day of May, in the year domini eighteen hundred and forty-three aforesaid, was entered on the minutes of said court an order, in the words and figures following, to wit:

Order and verdict.

JEHIEL BROOKS vs. SAMUEL NORRIS. } No. 263.

The jury empannelled to try the issue joined in this case, after hearing the evidence adduced, agreed upon the following verdict, to wit—"We, the jury, find a verdict in favor of the defendant, Samuel Norris.

(Signed) SILAS FLOURNOY,
Foreman.

And on the same day, to wit, the tenth day of May, in the year last aforesaid, were filed with the clerk of said court, in *in* open court, three bills of exceptions, in the words and figures following, to wit:

Bills of exceptions.

In the district court, parish of Caddo, May term, 1843.

JEHIEL BROOKS vs. SAMUEL NORRIS.

Be it remembered, that upon the trial of this cause the defendant, Samuel Norris, offered to read the depositions of Lewis Rombin, Charles Rombin, Thomas Wallace, Jacob Irvin, Joseph Valentine, Sylvester Poisoits, Cæsaire Lafitte, John Joseph Lebarb, Michael Lattier, François Lattier, Pierre Rubolo, and Manuel Lafitte, as evidence in defence of the cause; and to the reading of the depositions as evidence before the jury the plaintiff objected, on the ground that the defendant cannot go behind the treaty to prove fraud in any person; and upon the ground that if there was fraud in the treaty between the Government of the United States and the Caddo Indians, the Government only can attack the fraud; and upon the ground that the Government of the United States having, in the said treaty, recognised the boundary of the Caddo Indians, the defendant has no right to prove the land as located by the treaty and the surveyor general out of the Indian territory; and upon the ground that the facts, detailed to by the witnesses, are

mostly hearsay. But the court overruled the objections, and suffered the depositions to be read, upon the ground that it being agreed by counsel that those depositions should stand in the stead of the witnesses being examined viva voce, to save expenses, and that the depositions might prove the same facts as the witnesses in person might prove if present. And the court stated that no part of the depositions which was hearsay was to be considered as evidence, and was not regarded as going to the jury; and the counsel might strike out such parts; and if they differed about what was or not evidence in any paragraph, the court would decide it. With those qualifications, the depositions were read from the pamphlet of proceedings of the committee of Congress. And to the opinion of the court in overruling the objections and suffering the depositions to be read as evidence to the jury, the plaintiff objects and excepts, and tenders this his bill of exceptions, and prays that the same may be signed, sealed, and delivered, and made a part of the record and proceedings in this cause.

And it is done; May term, 1843.

(Signed) H. BOYCE,
Judge of 6th district.

In the district court, parish of Caddo, May term, 1843.

JEHIEL BROOKS
vs.
SAMUEL NORRIS.

Be it remembered, that upon the trial of this cause the defendant offered, as witness, to testify and give evidence in behalf of the defendant, François Porier and Antoine Poirier, against whom the plaintiff, Brooks, has instituted the very same kind of petitory actions for lands lying within the boundaries of the reservation in the treaty with the Caddo Indians to the Grappes, and who here, in their answers to the actions of the plaintiff, set up the same matters of defence as those set up by the defendant, Samuel Norris; and who, upon being called to the witness stand and sworn, declared that they each expected, in the action of Brooks against Norris, that Norris would defeat Brooks; and they also expected they would defeat the action of Brooks against them; and to their being allowed to give evidence in chief in behalf of the defendant the plaintiff objected, upon the ground that the witnesses have an interest in the event of the suit. But the court overruled the objections, and suffered the witnesses to give evidence, upon the ground that, though they had similar suits with the plaintiff as the present, and might wish and hope this defendant would defeat Brooks, the plaintiff, yet they were not directly interested in the result of the present suit, and the verdict or judgment could not be offered in evidence in the cases against the witnesses, Poiriers; that the jury might *way* the circumstances of being in a similar situation with the present defendant, as affecting their credibility only. And to the opinion of the court in overruling the objections and suffering the witnesses to give evidence in the cause, the plaintiff objects and excepts, and tenders this his bill of exceptions, and

prayé that the same may be signed, sealed, and made a part of the record in this cause; and it is so.

May term, 1843. (Signed) H. BOYCE,
Judge of 6th district.

J. BROOKS
vs.
SAMUEL NORRIS. } No. 263.

Be it remembered, that on the trial of this cause the judge presiding, among other matters, charged the jury as follows: that, by the treaty of 1819, the right of the United States to the neutral territory was recognised by the Government of Spain; and Congress, proceeding to legislate on the land claims within said territory, did, by the act of March, 1824, direct the commissioners appointed to examine claims to report the claims of settlers who had occupied and cultivated land before the 22d of February, 1819, and continued to do so, in the third class, if, in their opinions, said claims ought to be confirmed, as were in detail in the law as read to the jury. That the titles set up by Norris, the defendant, being reported by the commissioners in the third class, and recommended for confirmation, and it appearing by the act of Congress of 1828 that those claims were only suspended on one point, viz., until it could be ascertained whether those lands claimed by S. Norris were within the lands claimed by the Caddo Indians.

Now, whether the Government had ascertained this fact to its satisfaction or not, the jury was at liberty to examine the evidence, and ascertain it to their own satisfaction, for the purpose of deciding this cause; and if the evidence satisfied their minds that S. Norris, and the settler under whom he claimed in part, were there on the land before the 22d of February, 1819, and complied with the other requisites detailed in the act of 1824, as required to give actual settlers a right, and the Indians, in their opinion, had not been in any kind of possession of Rush island down to the time the act of Congress was passed, then, under those circumstances, the judge was of opinion Samuel Norris was to be considered as having a right to this land (though inchoate and unconfirmed by the Government) superior to the right the plaintiff, Brooks, derived through the Grappes by the Indian treaty of 1835; that his right rested on the custom of the former Government and the act of Congress in showing that, in point of fact, he settled and cultivated at the time and in the manner prescribed, and not on the new confirmation, which was only evidence of this right. That, however, if the Indians had possession of Rush island when Norris settled, by the lands being assigned them by the officers of Government, or either in consequence of being occupied by the Indians, (as the consent of the Government might be presumed for their occupancy,) then, as it was contrary to the regulations of the former Government, and of ours, for private individuals to settle on Indian lands, the possession of such settlers made contrary to those regulations ought not to [be construed] into any right, or be the foundation of a title. That the possession of In-

dians may be evinced by their habitually hunting on those grounds, in the same manner as the possession of civilized man may be manifested by enclosing fields or cultivating them. That the admission in the treaty of 1835, between our Government and the Caddo Indians, that Rush island was within the Indian lands, is only binding on the Government and on those who would claim right under it after the date of that treaty, and such admission is not binding on those who had rights before its date. Norris, who was no party to the treaty, may contradict this fact; and, as far as his rights are concerned, may show such fact to be false. In other words, this admission is not to have a retrospective effect. To all which part of the charge as above the plaintiff, by his counsel, excepts, and prays this his bill of exceptions to be signed; and it is so.

May term, 1843. (Signed) H. BOYCE,
Judge of the 6th district.

And on the same day, to wit, the tenth day of May, in the year aforesaid, was filed with the clerk of said court, in open court, a motion for a new trial, in the words and figures following, to wit:

Motion for new trial.

In the district court, parish of Caddo, May term, 1843.

BROOKS vs. NORRIS.

In this case, the plaintiff moves the court for a new trial, and the verdict of the jury be set aside, for the following reasons, viz:

1st. Because the court admitted improper evidence to be given to the jury in behalf of the defendant.

2d. Because the court misdirected the jury in the matter stated in the bill of exceptions to the opinion of the court.

3d. Because the verdict of the jury is contrary to the law and the evidence adduced in the cause.

Wherefore the plaintiff prays the court to set aside the verdict and grant a new trial of the cause.

MORSE & ROYSDON, *Att'ys for pl'ff.*

And afterwards, on the fifteenth day of May, in the year aforesaid, was entered on the minutes of said court an order, in the words and figures following, to wit:

Order.

J. BROOKS vs. SAM'L NORRIS. 263.

Motion for new trial overruled.

And afterwards, on the same day, to wit, the fifteenth day of May, in the year aforesaid, at said session of said court, was rendered and

signed in open court, by the honorable Henry Boyce, judge, a judgment, in the words and figures following, to wit:

Judgment.

District court, parish of Caddo, May term, 1843.

JEHIEL BROOKS
vs.
SAMUEL NORRIS.

By reason of the law and the evidence in the above entitled cause being in favor of the defendant, Samuel Norris, and by further reason of the finding of the jury, it is ordered, adjudged, and decreed that there be a judgment in his favor, and for his costs.

This done and signed in open court, this 15th day of May, A. D. 1843.

(Signed) H. BOYCE, *Judge of 6th dist.*

And afterwards, on the seventeenth day of May, in the year aforesaid, was filed with the clerk of said court, in open court, and entered on the minutes thereof, an agreement, in the words and figures following, to wit:

Agreement.

District court, parish of Caddo, May term, 1843.

JEHIEL BROOKS
vs.
SAMUEL NORRIS. } No. 263.

Whereas an appeal to the supreme court of Louisiana has been granted and taken in the above entitled cause; now, it is agreed by the parties, that the original maps on file in the record in said suit, and the original printed report of Mr. James Cooper, from the Committee on Indian Affairs, dated Aug. 20, 1843, being Congressional report, No. 1,035, shall be sent up to the Supreme Court, with the record in said suit; and so much of said report only shall be read as evidence as has been noted in the evidence on the trial, subject to the agreements and exceptions made or taken at that time.

(Signed) MORSE & ROYSDON, *Att'ys for pl'ff.*
E. R. ALCOTT, *Att'y for def't.*

May 17th, 1843.

And on the same day, to wit, the seventeenth day of May, in the year aforesaid, was filed with the clerk, in open court, a petition of appeal (which is hereto annexed) from the foregoing judgment; whereon was issued, by the honorable H. Boyce, judge, an order, in the words and figures following, to wit:

Order for appeal.

Upon considering the above petition and the law, it is ordered that an appeal be granted in the premises, returnable to the supreme court of Louisiana, holding sessions in and for the western district thereof,

at the town of Alexandria, on the first Monday of October, A. D. 1843, upon petitioner giving bond and security, conditioned according to law in cases of appeal, in the sum of one hundred dollars.

Done in open court, this 17th day of May, A. D. 1843.

(Signed) HENRY BOYCE, *Judge of the 6th dist.*

And on the same day, to wit, the seventeenth day of May, in the year aforesaid, was filed with the clerk of said court, in conformity with the foregoing order, a bond, in the words and figures following, to wit:

Appeal bond.

Know all men by these presents, that we, Jehiel Brooks, as principal, and Morse & Roysdon and L. P. Crain, as security, are held and firmly bound, unto Samuel Norris, his executors, administrators, and assigns, in the sum of one hundred dollars; and for the payment hereof, we bind ourselves, our heirs, executors, and administrators, firmly by these presents. Sealed with our seals, and dated this May 17th, 1843.

Whereas the above bounden Brooks hath filed his petition of appeal from a certain final judgment rendered against him in the district court for the parish of Caddo in favor of the said Norris; now, therefore, the condition of the above obligation is such, that if the said Brooks shall prosecute his said appeal with effect, and shall pay or perform any judgment that may be rendered thereon against him, or if the execution that may issue, or such judgment, shall be satisfied out of his proper goods and chattels, lands and tenements, then, and in such case, the above obligation to be void, or else to remain in full force and virtue.

(Signed) JEHIEL BROOKS,
By his att'ys, Morse & Roysdon.
MORSE & ROYSDON,
LAW. P. CRAIN.

And afterwards, on the twenty-sixth day of May, in the year aforesaid, was issued, by the clerk of said court, a citation of appeal in the words and figures following, to wit:

Citation of appeal.

The State of Louisiana, to Samuel Norris, greeting:

Whereas Jehiel Brooks has filed in the office of the clerk of the district court, in and for the parish of Caddo, State aforesaid, his petition of appeal from a certain final judgment rendered by said court in a certain suit, No. 263, wherein Jehiel Brooks is plaintiff, and Samuel Norris, defendant, which appeal is returnable to the next term of the supreme court for the western district of the State of Louisiana, to be held at the court-house in the town of Alexandria, in the parish of Rapides, in said State, on the first Monday of October next; now, therefore, you are hereby cited to appear, either in person or by attorney, at the said supreme court, on the day last before mentioned, to answer to the said appeal.

[SEAL.] Witness the honorable J. G. Campbell, judge of the said district court, this May 26th, A. D. 1843.

(Signed) JOHN M. LEWIS, *Clerk.*

Service.

(Endorsed.)—Rec'd May 26th, 1843, and on the 11th day of June, 1843, served a copy hereof, together with a copy of petition of appeal, on Samuel Norris, at his domicil, about 18 miles from Shrievesport, by handing them to a free white person over the age of 14 years, known to me by the name of Sarah Norris, who was residing with the said Samuel Norris at the time of said service, he being absent.

(Signed) M. WATSON, *Dy. Sheriff.*

Certificate to transcript.

I, John M. Lewis, clerk of the district court in and for the parish of Caddo, State of Louisiana, do hereby certify the foregoing to be a true and faithful transcript of all the proceedings had, documents on file, and evidence adduced, on the trials of the cause wherein Jehiel Brooks is plaintiff, and Samuel Norris defendant, now on file in my office.

[L. S.] Given under my hand, and the seal of our said district court, at Shrevesport, on this the 1st day of August, A. D. 1843.

JNO. M. LEWIS,

Clerk dist. court, parish of Caddo, Louisiana.

Deposition of Lewis N. Rombin.—C.

Lewis Naville Rembin sworn, deposeth: Is a citizen of the parish of Caddo; and, in answer to the 2d interrogatory, that he was present at the commencement of said treaty; that he brought cattle there by order of Mr. Brooks, and sold them to him for the use of the Indians and whites during the negotiation of the treaty; he arrived with the cattle about one o'clock, p. m., and sold them immediately to Mr. Brooks, who invited him to spend the evening with him; that, on his first arrival, he heard the chiefs say to the interpreter that they sold to him the hill lands extending to the first running red water; that he believes the name of the interpreter was John, and that he was a son of Larkin Edwards; that Mr. Brooks was present, sitting on his gallery, with a piece of paper in his hands, and there were with him two chiefs. He heard Brooks ask the chiefs several questions, and that their answers all went to show that they sold from the first running red water, outward, without defining the quantity; that, previous to the treaty, he knew the bayou Pierre by the name of Rush river; that it runs from Red river, and was formerly known amongst the Creoles as rivière des Prelles; that from said rivière des Prelles the chiefs motioned with their hands west, saying, at the same time, that they sold from that *they sold from that* river in that direction; that he has never heard the Indians say that they sold Rush island. He considers the old bayou Pierre to be that stream, commencing where a creek or bayou, running near to Seaman de Soto's, and known as bayou Pierre, enters the lake downward, to where it enters the Red river and the upper part of same stream, as the bayou des Prelles, from where it leaves Red river; that the rivière des Prelles and the bayou Pierre river are the same stream, and that it leaves Red river on the west side, about four miles below Shreveport,

and empties again into Red river a few miles above Natchitoches, and is known as the bayou Pierre chute of Red river, and he understood, at the treaty, that this chute formed the east boundary of the Caddo lands. He also understood that the Cypress bayou formed the south boundary. All this conversation took place between Jehiel Brooks, the commissioner, the interpreter, John Edwards, and his father, the two Caddo chiefs, and all the rest of the nation. He was present from the time of his arrival, as mentioned, until the Indians retired to their camps, and remained himself until after breakfast next morning. At the time of the treaty he understood the Caddo language well, and comprehended all that was said; was himself born in the parish of Natchitoches, and has lived in the bayou Pierre settlement since he was about a year old, and is now thirty-eight years old. His brother, Charles Remben, and Joseph Le Barb were with him, and assisted in driving his cattle to the treaty ground.

To the 3d interrogatory he answers: That he does not know the Grappes; they were not any of *the* present, that he knows; he heard no mention made of the Grappes, or their names called. On that day, heard the Indians say that they wished to give old Mr. Edwards a piece of land, and that was all he heard of any reserve.

To the 4th interrogatory he replies: That he knows, by the voice of three persons whom he met as he was going to the treaty, viz., Joseph Valentin, François Bark, and Manuel Flores, that they were driven away from the treaty ground by the order of Mr. Brooks; they had been sent for by the Indians to be present at their talk, and they were driven off by force. One of them (François Bark) told him that they wished to tie him to prevent him being present at the treaty. Deponent says that he was not prohibited talking with the Indians, but that when he went amongst them he was escorted by two men, one of them armed with a sword. The two men were soldiers from the garrison. Says that he does not know for what reasons the above named persons were sent away; that he was in the occasional habit of carrying his horses on to Rush island; does not know that the Grappes ever lived on it.

In answer to the 13th interrogatory deponent says: There were a a number of white persons living on the land reserved, and that Mr. Brooks knew them; they were, Mr. Samuel Norris, Baptiste Porier, and Antoine Porier; that all of them had made improvements by clearing and cultivating the land and building dwellings; of all which facts Mr. Brooks was apprized.

All the interrogatories not referred to, deponent is unable to answer.

Question by Mr. Norriss. Does not know that any Indians ever lived on said reservation, nor ever saw any there; remembers when Brooks came here as agent, in the year 1830 or 1831; does not know that Brooks ever claimed the land in question as Indian land; was on friendly terms with Brooks, but not often together.

Cross examined.

Did not, at the treaty, hear the Indians say they had not sold the

land referred to, but heard them say to Mr. Charles Rembin that they did not know that they had any land on the island; if they had any, they had not sold it. The rivière des Prelles and bayou Pierre was not so large twenty years ago as at present, but always had a current, and was called a river. He has heard that the white settlers alluded to were ordered off by Captain Grey some twelve years ago, but does not know it to be so.

Andre Valentin was in the habit of selling goods to the Indians, but does not know that Joseph Valentin referred to was ever engaged in that business; does not know that the persons mentioned as having been driven away from the treaty were opposed to the making of it, nor that the whites settled in the Indian country at the epoch of the treaty were opposed to it; did not himself live on the Indian lands at the time, nor ever has.

LEWIS N. REMBEN, his X mark.

Sworn to and subscribed, by making his mark, before me, this ninth day of December, 1840.

ROBERT V. MARYE,
Justice of the Peace.

Deposition of Charles Rombin.

D.

Charles Rembin sworn. In reply to interrogatories by Norris, says, that he is thirty-two years of age, and a creole of the country. Having heard the testimony of his brother, Lewis N. Rembin, read and translated, says that he understands it well, and knows it to be true in all its material points; that he was himself present at the treaty; and, of himself, states further, that he came to and left the treaty ground in company with his said brother; that, while sitting at the treaty, he heard Mr. Brooks ask the Indians if they would sell their lands; that they answered, yes, if he would pay them well for it; upon which Mr. Brooks arose with the chiefs, and they gave each other their hands; that the Indians said they would sell him the land that their fathers and grandfathers gave them, and that they had never known any other than the highlands; that the chiefs got up, showed with their hands that their lands extended from the red water, and said that they did not claim beyond the rivière des Prelles; that the land beyond belonged to the Spanish and English, and that they did not know any thing about it; putting their hands to their eyes at the same time, to signify their ignorance in regard to it.

Deponent has seen the village called the Pascagoula village; it was pointed out to him by his father; knows that a man by the name of Luke was ordered off the highlands by Mr. Brooks, on the ground that they belonged to the Indians; was present at the assemblage of the Indians at one Colonel Smith's; there heard the Indian chiefs and headmen say, that they had never sold to Mr. Brooks any land in the swamp; that the lands sold him commenced at the foot of the hills, and

extended down to Cypress bayou, and thence out west. Does not know the object of the Indians in assembling at Colonel Smith's; they sent for him to come there, and there asked him if he remembered to have ever heard them say that they sold any lands in the swamp; he told them, no. Says that one of the chiefs at this meeting told him, in the presence of Cesaire Lafitte and Sylvester Porissot, that one of the Grappes had asked of the Indians a piece of land on Lake Bistineaux, where there was a small prairie; that they replied to Grappe that they did not own any land there, to their knowledge; but that, if they did, he was welcome to it. Did not hear where or when this request of Grappe was made. The assemblage at Colonel Smith's took place one or two years after the treaty aforesaid.

Deponent also states that at this meeting the Indians told him they had never sold Rush island at all, and that they had also been defrauded out of their village; that the treaty of Brooks with the Caddoes was made on the west bank of the rivière des Prelles, and that that was the boundary they pointed out as the one between the whites and Indians; that Rush island is on the east of the rivière des Prelles, and not in the Caddo nation.

Cross examined.

Has known the bayou des Prelles about fifteen years; that it has maintained about the same size ever since. When he was at the meeting of the Indians at Colonel Smith's, saw Mr. Samuel Norris, Antoine Porier, and others, from Rush island, and many other white persons. Ever since he has known the Indians, they have been addicted to drunkenness; and since the whites have settled in the country, they have not improved.

Re-examined.

The chiefs were not drunk at the meeting at Colonel Smith's. Did not see Mr. Norriss, or the other persons from Rush island give them liquor.

CHARLES REMBIN, his X mark.

Sworn to and subscribed, by making his mark, before me, this ninth December, 1840.

ROBERT V. MARYE,
Justice of the Peace.

Deposition of Thomas Wallace.

E.

Thomas Wallace sworn. Deposes to the 5th interrogatory that, the day previous to the treaty of 1835, he was invited by Captain Harrison, Doctor Heard, Lieutenant Bonnell, and others, to go to the treaty making on the next day; that, on the following day, he mounted his horse to go there, and proceeded a part of the way, when he was met by a couple of Indians, about three miles from the agency, who told him that

he could not go there, unless he was willing to risk being put under guard, or be driven off like Francois Bark, Manuel Flores, and Valentin.

For answer to 10th interrogatory, he thinks the average of the land included in the reservation in favor of the Grappes, at the time the treaty was made, might be fairly placed at $20 per acre.

To the 12th interrogatory says, the Grappes never did live on the lands reserved to them, or, as he believes, ever cut a stick of wood on it. Their residence was 50 or 60 miles below on the east side of Lake Bisteneaux, and at Campté, 10 miles above Natchitoches.

To 13th interrogatory says, that Samuel Norriss, Lefroy Dupree, Francois Porier, Antoine Porier, and Leonard Dyson, were living on the said reservation at the time the treaty was made; that Norriss had a wife and eight children, at the time, residing on the land; had sixty-five acres of land cleared, and good buildings thereon. Francois Porier had about thirty acres of land cleared, and necessary buildings; had a wife and ten children. Dupree had a large family, with ten or fifteen acres of land cleared; and the others, families and improvements. That Brooks knew these people and their claims, and was frequently among them.

Deponent has lived in the neighborhood of Rush island, or in Natchitoches parish about forty years; about thirty-five of the time near Rush island; saw land in cultivation in the island by Mr. Norris in the year 1817; saw Mr. Norris and others from Rush island, about the year 1824, on their way to Natchitoches, to prove up their claims to land on said island, under the act of Congress of 1824; knows that Mr. Norris resided at his place on Rush island all the year 1819; says that Mr. Norris has resided constantly on said island since his first settlement there until the present time, with the exception of about a year and a half that he was in Texas, during which interval he rented his plantation on the island to one Mr. Fee Fer Frederick; recollects a man named John Latham who settled on the hills on the west side of the rivière des Prelles, a little below the agency, who was the first white settler on the Indian lands; that said Latham, about a month after he had settled as above, met with the head chief of the Caddo Indians, "Sawbe," at the house of deponent; that said chief asked deponent who said Latham was, and whether or not he was a good man; stating that if he (Latham) wished to settle on the Indian land, he had no objection, and that the Indian country lay west of the rivière des Prelles; but that, if he wished to be off the Indian land, he should go to the east side of the rivière des Prelles, where the Indians had no claim, on Old river.

Deponent states that the Caddo Indians made their first settlement, in this part of the country, about four years before the treaty with France, by which Louisiana was acquired; that the principal location was then made at what is now known as the Kiche villages and Caddo villages. He is now about fifty-seven years of age; was always on friendly terms with those Indians, and frequently traded with them; remembers when Brooks first came into the country; he stayed with

his family at deponent's house a while; during the time selected the site for the agency; recollects the first meeting between Brooks and Norris; it occurred at deponent's house, at the time just spoken of; at their first conversation Brooks asked deponent or Norriss, does not recollect which, where Mr. Norriss resided, and was told by Norriss that he lived on Rush island, on the bank of Old river; does not recollect that any other persons were mentioned as residents there at the time; did not hear any thing said at the time about Rush island being Indian land; heard Brooks order Joseph Valentin, who was then engaged in putting up a building on Boggy bayou, to desist therefrom and quit the country, as it was Indian land. This order was given in presence of Jacob Irwin also, and while Brooks and deponent were on their way to select a site for the agency, as above mentioned; knows also that one Luke was ordered off for same reasons, and because he had brought goods to sell to the Indians which was contrary to the regulations of the Indian department.

Deponent knows the old Pascagoula river; it lies below the Cochonrie, about fifteen miles below De Soto's landing, and about forty on a straight line below Norriss's, and near bayou Winey; states that when he first knew bayou Pierre, or rivière des Prelles, about forty years since, it was much smaller than at present, and in dry times fordable, but was as large in 1835 as it is now, or very nearly so, and has been a considerable stream for twenty years. The first name he recollects of what is now called bayou Pierre was rivière des Prelles, or Rush river, which he understood was given it by the Indians.

Cross examined.

The front land on Rush island is mostly of value, and runs back about half to three-fourths of a mile; perhaps the average depth does not exceed half a mile on the Old river; the land on Rush river is of little value. In estimating the value of the lands in question, deponent alludes to the front land, fit for cultivation, as being worth twenty dollars per acre; thinks the back land should not be worth more than ten dollars; remembers when a Mr. Gray was agent for the Caddo Indians, and also that said Gray issued an order which was posted at deponent's house, ordering the whites to quit the Indian country, but said order did not describe the boundary of their lands; does not recollect that the settlers on Rush island petitioned Congress to permit them to remain there, nor does he know that the titles of the said settlers were ever suspended in consequence of its being Indian land.

THOMAS WALLACE, his X mark.

Sworn to and subscribed, with his mark, before me, this 9th day of December, 1840.

ROB. V. MARYE, *J. P.*

Deposition of Jacob Irwin.

F.

Jacob Irwin sworn. Deposes that he is forty-nine years of age, a resident of Claiborne parish; was employed as gunsmith to the Caddo Indians in the year 1816, and remained thus employed until the treaty with them in 1835, and resided at the agency all that time; was not a witness to the treaty; Mr. Brooks, the agent, objected to his being present, saying that the treaty was to be a secret one; he left the ground accordingly the day previous to the one on which the treaty was made; states that a year or two before the treaty, Jehiel Brooks, the then agent for the Caddo nation, advised him to remain there, and stick to him; Brooks told deponent that he had a grand speculation in view in the West, and that he had lately had a conversation with General Jackson.

Deponent states that, previous to the treaty, the chiefs of the Caddoes told him that they wished to give him a grant of land, because, as they said, he had come amongst them when young, and supported their women and children, and now that he was old, and ought to have some land; but they said Brooks had refused to make such a grant, and had told them that if they made him (deponent) a grant they could not be allowed to make one to Mr. Larkin Edwards, who had an Indian wife; states that the reservation to Edwards was the only one he knew of being made at the time, or heard of; all that grant was spoken of commonly. Immediately after the treaty, Edwards himself told deponent of it; but nothing was known of the reservation of the Grappes for many months succeeding.

From conversations deponent held with Brooks, at divers times previous to the treaty, he is of opinion, and verily believes, that Brooks had the grant to the Grappes in view as a speculation to accrue to his own benefit; himself and Brooks were always on friendly terms; thinks the four leagues of land reserved to the Grappes was worth, fore and aft, an average of $25 per acre in the year 1835; knows that Brooks was apprized, at the time of the treaty, that these lands were partly settled on, and that he knew the settlers personally, and was on good terms with them, and had himself assisted one of them (Mr. Dupree) in raising a house.

The Grappes never, to deponent's knowledge, did live on the four leagues ceded to them; their residence, at the time of the treaty, and for twenty-six years preceding it, was at or near Camplé; states that when Brooks objected to his being present at the treaty, Brooks told him that the Government had requested him to make a secret treaty; and that as he, deponent, had never heard of a secret treaty being made with the Indians, he suspected there was something wrong going on.

Cross examined.

Is well acquainted with the four leagues of land reserved to the Grappes; the high lands will average a depth of about half a mile, the

rest of it is swamp, and unfit for cultivation; thinks the front land worth $50 per acre, the swamp land nothing; recollects that Captain Grey, the then Indian agent, issued an order forbidding the whites settling within the Indian territory, and ordering those settled within it to leave; that several persons, directly after the appearance of said order, who were living on the Indian land, came forward and petitioned Captain Gray to suffer them to remain on it, and that he permitted them to do so until he could hear from Washington city. Those persons were Cæsar Wallace, John Armstrong, James Coates, and others whom he does not recollect; became acquainted with Mr. Samuel Norris in 1830; knew him by reputation some time before; he always understood, and it was understood at the agency, that Norriss and the Poriers lived on the Indian land; was at a treaty with the Indians when Captain Grey settled with them the boundary to their land; that, by that arrangement, the Sulphur fork was the north boundary; Cypress bayou (near Wallace's) the south; the cross timbers the northwest; the east boundary he knows nothing about, but has always understood that Red river separated the States of Arkansas and Louisiana, and that Red river formed the eastern boundary of the Caddo lands below the Arkansas line.

The stream on which deponent now lives, opposite Rush island, has ever been considered the principal stream; that branch now called bayou Pierre was, when he first knew it, not half so large as it now is; he never knew it to be called Red river; believes the Caddoes sometimes kept their horses on Rush island, but never claimed the island; does not know what arrangement, if any, was made between Captain Grey and the Indians, in regard to Rush island; the Indians might have claimed the island without his knowledge.

Deponent knows something of the Indian language, but not sufficiently to understand a business conversation; in his transactions with them he always used an interpreter.

Re-examined.

Saw the notices from Captain Grey to the settlers, ordering them off the Indian territory; does not know that the notices embraced the names of those persons living on Rush island. Cæsar Wallace lived at the time on what is now section 23, of township No. 17 north, of range No. 13 west, in the parish of Claiborne; John Armstrong, at Fairfield, two miles south of Shreveport; and Coats, at the bluffs bearing his name, three miles below Shreveport. Did not know of any difficulty between Brooks and Norriss, in relation to the land, prior to the treaty; since the treaty, has heard he would rather Norriss should have them than any other person.

At the treaty between Captain Grey and the Indians, nothing was said in relation to the eastern boundary, because every one knew that the Red river was the boundary. The bayou Pierre was, at the period of the treaty between Grey and the Indians, a considerable stream; the steamboat Bolivar passed up it about that time; it was red water.

Captain Grey and witness talked about the line, and Grey said he

did not know how the line ran from where Cypress bayou strikes bayou Pierre lake, whether due north or due east.

JACOB IRWIN.

Sworn to and subscribed before me, this 10th December, 1840.

ROBERT V. MARYE,
Justice of the Peace.

Deposition of Joseph Valentine.

G.

Joseph Valentine sworn: Is a creole, aged about 53 years; was on the ground when the treaty of 1835 was made, but was sent off by Mr. Brooks, the commissioner, who told him that he was ordered by the Government to permit no one to be present but the interpreter; that two other persons, whom the Indians had sent for, as well as himself, to aid them in making the treaty, and to listen, (being acquainted with their language,) were also sent off. One of them, François Bark, was made a prisoner; the other, Manuel Flores, ran off, or made his escape; that François Porier came there and procured of Brooks the release of Bark. The Indians covered Flores with their blankets, to conceal him until he could get away from the troops.

Witness was well acquainted with the Grappes; they are colored people, Griffes. The father passed for a Frenchman, but was a brown skin; the mother, a Griffe. Did not see the Grappes at the treaty, though he remained there until Mr. Brooks drove him off. States that he knows that if Brooks had not driven the whites off from the treaty, these lands could not have been purchased for twelve hundred dollars; knows that the head chief offered to his father, Andre Valentin, to relinquish all the Indian land to him for his stock of goods, which was then worth from a thousand to twelve hundred dollars. This chief was a Tarshar, and the offer was made about five or six months before the treaty, which was then in contemplation. Says the Indians were much incensed at Brooks for driving off the whites, but respected the Government; that the circumstance of the whites being driven off induced the Indians to demand a higher price for their lands than they otherwise would have done.

The Indians went to the prairie country every winter to hunt; that he (deponent) frequently went with them. When not hunting, they resided for the most part at their villages at the head of Cos lake; says he understands the Caddo language well; has always understood from the Indians themselves that the rivière des Prelles, now called bayou Pierre, was their eastern boundary; and that they have told him they were much surprised when, after the treaty was concluded, Brooks told them they had owned land on the island, for that they did not own land there. This was told him five or six months after the treaty. The Indians never lived or even hunted on Rush island; never himself went to the island but once; went then to purchase corn of Mr. Norriss,

and some Indians accompanied him. Was requested by the Indians to be at a meeting of the nation, held at Colonel Smith's, as well as several others, to interpret for them. The object of the meeting was to memorialize Congress on the subject of the treaty made with Mr. Brooks, which treaty they said had in it nothing just; that they had made no reservations in the island. Witness has been raised with the Indians, like two trees, side by side. The elder Grappe was his distant cousin. Knows of no grant being made by the Indians to the Grappes. States that the Indians told him they had sold from the river Sabine, along Teran's line, to where it intercepts the first red water, and thence up.

Cross examined.

Was in the habit of trading with the Indians when he had a chance to do so. His father had a store in the nation; it was owing to that circumstance that they offered him these lands. Neither his father nor himself was authorized by the Government to trade with the Indians. He would not have traded with the Indians but under the hopes of gain, though he sometimes lost by it. He was requested by the Indians to come to the treaty. When he come there with his cattle, he sold them to Brooks, and went to the house of one McLeod; went back next day, and told the Indians if they wished him to stay he would do so; if not, he would return home. They requested him to stay. The Indians delayed the treaty a few days (three or four) because he had not arrived. On returning from McLeod's, he went to the camp of the Indians, near Brooks's field, and the next morning he was ordered off. He did not ask leave of Brooks to come back from McLeod's. The other persons that were driven away had arrived at the camp the same evening that he had. Does not know that they were there with the consent of Brooks. Always knew the elder Edwards as interpreter to the Indians. John Edwards (the son) was at all times a sickly person, until his death, and died of some unknown disease. Does not know whether he spoke the Caddo language well or not. Does not know that the whites in the Indian country were opposed to the treaty; was not himself.

The Indians assembled at Colonel Smith's in consequence of learning from the copy of the treaty which was shown them, and which they had not known before, that their village was sold. The Indians have, since the treaty, always told him that they had given to Mr. Edwards a piece of land. Mr. Norriss and many other white persons were at the meeting at Smith's. Can't say that he thinks the Indians could be induced to say they had not sold their land by a quantity of whiskey; never saw any one give them whiskey to make them drunk. One Mr. Scott gave them three or four barrels of whiskey to induce them to make him their agent. They drank the whiskey, but did not make him agent.

Re-examined.

Mr. Norriss had no agency, that he knows of, in calling the meeting at Smyth's. The chiefs, that at the meeting at Smyth's made the de-

claration in relation to the sale of their village, were sober. At the meeting at Smyth's deponent did not, as he solemnly avers, see Norriss, or any one from Rush island, give the Indians any whiskey.

JOSEPH VALENTIN, his X mark.

Sworn to and subscribed, with his usual mark, before me, this 10th December, 1840.

ROBT. V. MARYE, *J. P.*

Deposition of Sylvester Poissot.

H.

Sylvester Poissot sworn: Has lived at what is now called Spanish Town, in the parish of Caddo, fifty-six or seven years. States that the Indians have told him frequently, and particularly at the meeting at Colonel Smyth's, that the country sold by them to Mr. Brooks was bounded by the line made by General Teran, and lay from where that line struck the first red water to Cypress bayou, and thence west, motioning with their hands in that direction; was sent for by the Indians to meet them at Colonel Smyth's when they assembled there. The object of the meeting at Smyth's was to express their dissent from the treaty made with Brooks, a copy of which they had on the ground. They there said that they never had sold Rush island to the United States, nor set up any claim to or made any reservation on it. States that he lived with the Indians intimately fourteen years, and understands their language as well as they do. Has never known the Indians to hunt on Rush island. The river now known as bayou Pierre was, within his recollection, called Canisniere river, afterwards la rivière des Prelles; knows the Prairie river. The bayou first referred to has lately acquired the name of Pascagoula bayou, from the circumstance of some Indians of that tribe having encamped on it.

S. POISSOT.

Sworn and subscribed before me, this 10th December, 1840.

ROBT. V. MARYE, *J. P.*

Deposition of Cezair Lafitte.

I.

Cesair Laffitte sworn: States that he is fifty-five years of age; was raised in bayou Pierre settlement; has lived in the parish of Natchitoches all his life; has always known the Indian country as including the highland from the first red water, northwestwardly from the rivière des Prelles in question; that the rivière des Prelles is the first running red water on the east of the Indian possessions; that he has known no other, and that it is the line. He has never understood, nor have the Indians ever told him, that they owned Rush island; on the contrary, they told him, at a meeting at Colonel Smyth's, that their fathers and grandfathers had told them they held no lands there, and for that reason they held none. Has often been on the island himself, and

never saw any Indians on it; has always seen them on the highlands; was raised amongst them; has hunted with them twelve winters. The Indians called together himself, Boit Laffitte, Andre Valentin, Joseph Valentin, Sylvestre Poissot, and several others, at a meeting at Colonel Smyth's, in order to inform the Government that they had never made any reservations to the Grappes; and that they had been once deceived by Brooks; they did not wish to be again. Thinks the four leagues of land reserved to the Grappes, on Rush island, is of the first quality, and worth, with the improvements on it at the date of the treaty, twenty-five dollars per acre, average; knows the Grappes well; they have lived since he first knew them, forty years ago, about Camplé and Lake Bistineaux; they are nearly black, with kinky hair; their residence is about sixty miles below Rush island, and the Caddo country and many bad lakes and streams between them. Says that, from all circumstances that have fallen under his observation, such as excluding the whites from the treaty, the secret manner in which the reservation to the Grappes was made, and the like, he verily believes that Mr. Brooks meditated a fraud—a fraud on the people on Rush island, the Government, and the Indians. The Indians have told him, both before and since the treaty, that they did not own any land on Rush island. Saw Messrs. Norriss, Dyson, Stockman, and Peter Murphy at Natchitoches in 1824; they went there to prove up Rio Hondo claims on Red river, in Rush island. Thinks that, if the whites had not been driven away from the treaty, the Indians would have sold their territory for the sum of two or three thousand dollars at the most; perhaps for less than either named sum. It is of his knowledge that all the Creoles and Americans settled in this country were anxious that the Government should purchase out the Indians, in order that the country might be settled up.

Cross examined.

Is well acquainted with the land of Rush island. The good lands extend from the river half a mile; in some places not so much. Does not know that the back lands can be cultivated, as he has never tried it. Does not know by the water-marks on the trees, as he has never measured them. Would be willing to buy these lands at twenty-five dollars per acre, if he had the means. The persons settled on the high lands on bayou Pierre, and near it, were owners of large stocks of cattle, on which they depended for their income. Owing to the increase of population since the treaty, these persons have been obliged to sell off the most of their stock, the range being exhausted. Since his earliest recollection, the Creoles and people in general were in the habit of trading in goods, buffalo tongues, robes, &c. Has heard that Mr. Brooks, on coming here as agent, forbade the whites to trade with the Indians within their territory. Was himself in the habit of trading with the Indians before Brooks came, but has not done so since, and does not know that the order created any dissatisfaction. Understood that the location of the Rio Hondo claims was limited to the west side of Red river. Does not know that the Rio Hondo claims, proved up on

Rush island in 1824, were suspended in consequence of the land being owned by the Indians. These claims are on the west bank of Red river. Witness thinks the territory sold under the treaty of 1835 was worth fifty cents per acre.

CESAIR LAFFITTE.

Sworn to and subscribed before me, this 11th December, 1840.

ROB. V. MARYE,
Justice of the Peace.

Deposition of John Joseph Le Bard.

J.

John Joseph Le Barb sworn: Deposeth that he is thirty-four years of age; has lived on the bayou Pierre settlement since a small boy; was at the treaty of 1835, in company with Lewis Naville Rembin and Charles Rembin, and, having heard the testimony of Lewis N. Rembin read, and being questioned by Messrs. Ragan and Savage, as to his knowledge of the matters mentioned therein, states, that he has heard the testimony, as given in by Mr. Rembin, and also the same read and explained to him; believes he understands it thoroughly, and concurs in it, having been present with Rembin; is particular in regard to the eastern boundary of the Indian land being the rivière des Prelles, or bayou Pierre. The Indians did not intend to sell Rush island, or deem that they owned it. Does not know the Grappes, or believe that they were at the treaty, not having seen or heard of them there; with regard to a donation to old Edwards, and no other person; to Joseph Valentin, Flores, and Bark, being driven from the treaty ground, was with Naville Rembin all the time; and, when permitted to be with the Indians, was guarded by soldiers in the same way. Knows that Norris and others had improvements, and resided on Rush island at the time of the treaty, and that it was within the knowledge of Brooks. Never saw any Indians on Rush island. It was expressly stipulated by the Indians that Edwards, who had an Indian wife, should have a reservation, but he heard of no other reservation whatever.

Cross examined.

Does not know how long the treaty lasted. Nothing was signed that he knows of while he staid. Was there from mid-day to the following morning, early.

Re-examined.

Does not know whether or not the treaty was concluded, with the exception of the signatures, at the time he left the ground.

JOHN J. LE BARB, his X mark.

Sworn and subscribed, with his mark, before me, this 11th December, 1840.

ROB. V. MARYE, *J. P.*

Deposition of Michael Lattier.

K.

Michael Lattier sworn: Is a native of the parish of Rapides; has lived on the east of Red river, in the parish of Claiborne, since 1833; states that Mr. Jehiel Brooks, to his knowledge, assisted Mr. Dupree to build him a dwelling-house on Rush island, below Mr. Norris's, previous to the conclusion of the treaty of 1835, with the Caddoes. Mr. Brooks did not then make any objection to Dupree's building and settling there. At that time, Samuel Norris, Lefroy Dupree, François Porier, Antoine Porier, François D. Porier, Leonard Dyson, and John B. Prevost, were all residing on the island and on the land, since reserved by the treaty of 1835 to the Grappes. All the individuals named, with the exception of Dyson, had families; Dyson was an old man. Mr. Norriss had 25 or 30 acres of land cleared and under cultivation, with all necessary buildings; Francis Porier about same quantity, with a good dwelling and other houses. All the other persons named, except Dyson, had buildings and cleared land. Thinks the reservation of four leagues to the Grappes was, in 1835, worth an average of $5 per acre, and not more, including the then made improvements.

Cross examined.

Would not, at this time, if he had funds to purchase, give more than ten bits per acre for the whole reservation, with such improvements as existed in 1835.

Re-examined.

Knows that a Mr. Pills has a large plantation in cultivation on said reservation, with a cotton gin and press. Mr. Mahlé, also, had a large farm in cultivation, with a cotton gin. Porier's place has about 50 acres of land cleared; Mr. Norriss's cotton gin. Thinks it is worth about $10 the acre to clear land on Red river. Thinks Norriss's gin worth about $1,000; has not seen the others closely.

Cross examined.

Mr. Pills' improvement has been made since 1835, and the greater part of Mahlé's and Francis Porier's. Thinks the front land on Rush island as good as any on Red river. Mr. Norriss's gin has been built since 1835. Deponent was raised a planter.

MICHEL LATTIER.

Sworn to and subscribed, before me, this 9th December, 1840.

ROB. V. MARYE, *Justice of the Peace.*

Deposition of Francois Lattier.

L.

Francis Lattier sworn: States that it is of his own knowledge that Mr. Brooks assisted Mr. Dupree in raising his house on Rush island, in the year 1833 or 1834.

FR. LATTIER.

Sworn to and subscribed, before me, this 9th December, 1840.

ROB. V. MARYE, *Justice of the Peace.*

Deposition of Pierre Rublo.

M.

Pierre Rublo sworn: Deposes that he is a native of Natchitoches parish, and 75 years old; has known the bayou Pierre settlement 58 years; remembers the change in the Government in 1803. The Caddo Indians came to this country from Pecan point about three or four years before that period; they had come from Kio Michie to Pecan point previously; is well acquainted with their language, and has hunted with them several winters. It is certain their lands could have been purchased of them for a much smaller sum than was paid for it, because they wished to retire from it, and therefore esteemed it of little value. The game was exhausted, and they were, in consequence, obliged to extend their hunts as far as the Cross Timbers, in order to procure enough food. The Governor of Monterée sent a messenger express to the Caddo tribe, to invite them to emigrate to that country, and offered liberal pay to any whites that would conduct them out. A deputation of eighty-three persons from the Caddoes—about sixty of them warriors, the balance women and children—was sent to Monterée; himself and Joseph Valentin accompanied that deputation. The deputation was asked by the Governor of Monterée if their tribe had received any lands from the Americans, and replied that they had not; that they come to their then residence whilst the country was owned by France, from whom they had received no lands; nor had any since the change of Government been *any* assigned to them by the Americans; they had held their villages without disturbance from either of the Governments. The Governor General of Monterée asked the deputation if they wanted lands, offering, at the same time, to assign them a country, if they would remove to it. They replied that they did, and would come and settle on it; whereupon the Governor General did assign to them a tract of country, lying on the Guadaloupe river, commencing where the upper road from St. Antoine to Nacogdoches crosses that stream, and running up it to its source. This happened in August, 1821. The Indians informed deponent that it was their intention to emigrate to the country thus given them, but does not know whether their failure to do so is attributable to the revolution in Texas or not. The Caddoes have always occupied the highlands; has never seen them in the swamp; has heard them say that their lands extended from Cypress bayou along the hills upwards, and has never known them to claim Rush island. It is about 40 miles from the Caddo villages to Isle des Prelles. They staid generally at their villages. Their large hunting parties went westward. They hunted occasionally in small parties in the direction of bayou Pierre, but has never known them cross that stream.

Cross examined.

Knew Francois Grappe, the father, about fifty years; he stood high with the Indians, and was their civil adviser in most important matters; was held in esteem by the Indians to his death, and understood their

language better than themselves. The children of Grappe were not raised among the Indians, but hunted with them, as deponent was in the habit of doing; knows that Jacques and Balthazar spoke the Indian tongue about as well as he (deponent) did, and Dominique about as well as the Creoles generally. In the year 1801, François Grappe was a man considerably advanced in years, and his sons, mentioned above, grown young men. Grappe, the father, was a man of mixed blood—a part Indian, of *who* nation he does not know, but has heard an aunt of Grappe's say that he was of the Chittimiche tribe.

Re-examined.

John Pierre and Onezieme Grappe are the legitimate sons of John Baptiste Grappe, who was the full brother of François Grappe, deceased; Jaques, Belthazar, Honoré, and Dominique, sons of François Grappe, and in whose favor the reservation named was made, were nearly black, their mother being a negress.

PIERRE RUBLO, his X mark.

Sworn and subscribed before me, this 12th December, 1840.

ROBERT V. MARYE, *J. P.*

Deposition of Manuel Lafitte.

N.

Manuel Lafitte sworn: States that he was born and raised on the bayou Pierre. The Indians have told him what land, they sold by treaty in 1835, but not the quantity; they sold from Teran's line, where it touched Red river, out towards sun-set. They told him they sold to the rivière des Prelles, on the east, now called bayou Pierre, which name he never heard until the treaty. Has never heard the Indians claim Rush island, but has heard them say that they held no claim to it; if they had a right to it they were ignorant of it. Knows when Mr. Brooks first came to the country, and has never heard him claim the island for the Indians. Knows the Indian language well. Never heard Brooks say that he did not claim Rush island. Never heard him say any thing about it.

MANUEL LAFITTE, his X mark.

Sworn to and subscribed before me, this 11th December, 1840.

ROBERT V. MARYE, *J. P.*

Deposition of Joseph Valentine.

O.

Joseph Valentine further examined: States that he went with a deputation of Caddo Indians, about nineteen or twenty years since. Then heard the commandant ask the Indians if they owned any land, who was answered by the chiefs that they had none; that they had lived with the Spaniards, French, and Americans a long time, but had not as yet received a donation of land from them.

Witness states that the Caddoes came into this country to avoid the Osages, of whom they stood in fear. The Mexican Government gave them a tract of country which they accepted, but did not go to occupy it in consequence of the revolution in Texas, and the illness of one of the

Indians, an old man whom they much respected, and whom they did not wish to leave behind.

The Caddoes requested him (deponent) to go with them to their new country. The determination of the Caddoes to leave this section and settle on the lands donated them by the commandant of Monterée, was manifested at the time Mr. Jehiel Brooks came out as commissioner, as well as before. Their departure was arrested by Mr. Brooks, who told them he had papers, and a gunsmith, and other things for them, and that he wished to buy their lands.

The deputation of Monterée amounted to about eighty-two in all; about sixty warriors, seven of whom were chiefs and headmen, the balance women and children.

The Indians have always told him that the bayou Pierre chute of Red river, formerly called la rivière des Prelles, was their boundary. Knows that it was the opinion of the people generally of this country, that Mr. Brooks, by the treaty of 1835, did defraud the settlers on Rush island of their lands. Deponent is satisfied that the Indians would have left the country about the time Mr. Brooks came to it, if he had not held out inducements to them to remain, because several families, (five or six in number,) actually left, and crossed the Sabine on their way.

JOSEPH VALENTIN, his X mark.

Sworn to before me, this 15th December, 1840.

ROBERT V. MARYE, *J. P.*

Deposition of D. M. Heard.

No. 7.

To the 1st interrogatory. Says he was a witness to the treaty; he was a witness to the supplementary articles of that treaty, containing reservations in favor of the Grappes, and that he is represented as a witness thereto; and if his memory serves him right, he signed as a witness to the said supplementary articles; he was on the ground as acting assistant surgeon, employed by the Government of the United States to attend in that capacity the detachment of troops under the command of Captain Harrison, U. S. A., and was invited, after his arrival, by the commissioner, Colonel Jehiel Brooks, to attend the counsel as a witness to the treaty, and attended the council regularly every day, until the conclusion of the treaty.

To the 2d interrogatory. He was there at the council every day, from the opening of the council to its adjournment; did not see any thing transpire that indicated dissatisfaction on the part of the Indians, or any one else, during those periods of the day.

To the 3d interrogatory. Does not know any thing of the Grappes being present, or of their being represented by any one, or of the heirs of Françoise Grappe, deceased, being there, or represented. So far as his recollection serves him, witness says Colonel Brooks, the commissioner, informed witness, with those present, that there were supplementary articles to the treaty on the table, for their inspection. Wit-

ness and others were about to proceed to read these supplementary articles, when Captain Harrison observed, that it was not necessary to read them, as they had been read and translated to the Indians, who were apparently satisfied with them; on which witness signed the supplementary articles to the treaty, without knowing any thing of the contents of these supplementary articles, except that he was told that these articles contained reservations; did not hear in whose favor these reservations were.

To the 4th interrogatory. That intelligence was given to Col. Brooks and Capt. Harrison that two suspicious persons were in the Indian camp, who were taken under guard. Witness does not know others, but heard it rumored, and understood that these men were ordered off as suspicious persons, by Capt. Harrison and Col. Brooks. Does not know the names of these persons; they were considered as persons who ought not to be in the Indian camp because they might influence the Indians.

To the 5th interrogatory. Says he has answered the 3d interrogatory, and knows nothing about these reservations.

To the 6th interrogatory. Knows nothing more of the supplementary articles than what he has stated; does not know why these articles were not inserted in the body of the treaty.

To the 7th interrogatory. Has already stated that the supplementary articles were not read in his presence, but that, as far as his memory serves him, these supplementary articles and the original articles of the treaty were signed at the same time.

To the 8th interrogatory. Has no knowledge of the Grappes being present, or setting up any claims to the land, or of any one surveying claims for said Grappes.

To the 9th interrogatory. Some time after the execution of the treaty, witness understood that Jehiel Brooks purchased the claims of the Grappes to the land; does not know when he purchased from them or the price to be paid.

To the 10th interrogatory. Does not know and cannot tell the value of those lands.

To the 11th interrogatory. Knows nothing further that he recollects of.

To the 12th interrogatory. The Grappes did not, to his knowledge, reside on the lands reserved; understood that they lived near Camplé, about 60 or 80 miles from the land reserved.

To the 13th interrogatory? Does not know.

The witness having answered the interrogatories annexed to the said commission, was cross examined by the parties, as follows, after having been duly sworn to answer truly all questions propounded:

Interrogatories by Jehiel Brooks, to Dr. D. M. Heard.

Are or are you not interested in the purchase or sale of lands in the reservation to the Grappes, contained in the Caddo treaty? If yea, state the particulars, from whom acquired, to whom sold, and with whom connected.

Answer. He has not purchased; does not now or ever did own a cent's value of the said land; and is not in any manner interested in said land.

Were you or were you not frequently out during the sessions of the of the council.

Answer. He may have gone out to get a drink of water, or something of the kind; he possibly may have been out, but thinks he was pretty generally in attendance.

Where or in what portion of the agency house were the councils held?

Answer. They were held at the end of the gallery farthest from the river.

Did or did not the commissioner say, at the opening of the council for the signing of the treaty, "here are the papers, gentlemen, containing a treaty of limits and cession of all the Caddo land falling within the United States, and supplementary articles, containing reservations of lands to individuals," or words to the same import?

Answer. He observed, that there was the treaty of cession of those lands of the Caddoes; does not recollect the particular remarks about the reservations in the supplementary articles; though they were told, in words similar to those in the question, that there was the treaty and supplementary articles thereto.

Question. Were any of these papers read by the witnesses before signing? If yea, what did the papers so read contain, and by whom read?

Answer. Those papers were translated to the Indians in the presence of the witnesses before signing; the papers were on the table and open; the witnesses had an opportunity of reading them or not, as they pleased; that they did occasionally take them up and read them; that witness, Lieut. Bonnell, Field, and others, were in the habit of taking up these papers which were on the table for their inspection, and reading them. Mr. Williamson also read these papers, as the other witnesses did.

Did or did not Captain Harrison state, in addition to the remarks before related, that he had often attended Indian treaties, or words to that effect?

Answer. Yes; Capt. Harrison did use words to that effect.

Do you or do you not recollect that but one of the white men, as reported to be found in the Indian encampment, was taken into custody by the military, and that the other was reported by the guards to have made his escape?

Answer. That there were two men reported to have been in the Indian camp; cannot say whether one or both were taken into custody; they were said to be suspicious characters.

Did or did not the commissioner express any objection, or show any unwillingness, towards any person whatever in attending the councils, or in visiting the council-house during the continuance of the council?

Answer. Heard no objection made to any person; did not discover any uneasiness on the part of the commissioner at the attendance of any one at the council-house or council.

Were there or were there not a chain of sentinels posted around the Indian encampment, immediately after the white men were found in it; and was any person but Indians permitted afterwards to enter it without the pass word? And did not this occur immediately before the first council?

Answer. There was a chain of sentinels posted along the Indian camp, and no one but Indians allowed to pass them without the countersign; does not recollect whether it was prior or subsequent to the first session of the council.

Did you or did you not know anything of Brooks's purchase of the Grappes, other than from the public notoriety of it throughout this section of country.

Answer. I knew it from public notoriety.

Did or did not the commissioner, on calling up every individual Indian of the council, ask him if he knew and was satisfied with what he was about to sign? And did any one individual of said council express or exhibit any unwillingness or reluctance in subscribing to the same?

Answer. Each individual Indian was asked, through the interpreter, Mr. Edwards, whether he knew what he was about to sign, and was satisfied with it; there was no objection, dissatisfaction, or unwillingness, urged by any individual Indian, or any person present.

Was or was not the commissioner in bad health at the time of executing the treaty with the Caddo Indians, on the morning of the 1st of July, 1835?

Answer. Yes; he was in a delicate state of health.

Questions propounded by J. A. Ragan, for Samuel Norriss.

How many days was the council in session?

Answer. Three, or four, or five days; does not recollect.

Was or was not the treaty signed two or three days prior to the signing of the supplementary articles?

Answer. According to his belief and recollection, they were all signed together.

Were you or were you not as much in attendance on the sessions of the council as any other of the witnesses.

Answer. Yes; he was.

Did you know Jaques Grappe, Balthazar Grappe, and Dominique Grappe, or the heirs of François Grappe, at the time of the treaty?

Answer. He did not know them then, and does not know them now.

If they had been present, do you think you would have known it? Admitted by Colonel Brooks that the Grappes were not on the treaty-ground at this time; and their interest was represented by depositions placed in the hands of the commissioner.

(The latter part of the foregoing admission was objected to by Mr. Ragan, as illegal.)

Did you or did you not know anything of the reservations contained in the supplementary articles to the treaty?

Answer. No; he did not.

Do you or do you not know if any of the other witnesses read these supplementary articles?

Answer. He does not recollect. They were on the table, subject to the inspection of the witnesses.

Were you or not present the whole time with the witnesses, that the papers referred to were on the table for inspection?

Answer. Yes, pretty generally.

Did or did not Captain Harrison state, in the presence of the witnesses, while the papers were lying on the table, that it was unparliamentary to read the supplementary articles?

Answer. Captain Harrison did state that it was not necessary to read those articles; that the Indians were perfectly satisfied; and insinuated that it would be unparliamentary to read them. This is as near as witness recollects.

Questions propounded by Col. Brooks.

Did Captain Harrison, in his remark just alluded to, speak singly as to the supplementary articles, or to the whole treaty as then presented for signature?

Answer. Does not know to which he had reference.

And there being no further questions at present for Dr. Heard, his testimony is closed, with the privilege to either party to have him recalled.

D. M. HEARD, *M. D.*

Sworn to and subscribed, on this 5th day of May, A. D. 1840, before me.

C. E. GRENEAUX, *Parish Judge.*

Deposition of Lewis G. De Russy.

No. 8.

And afterwards, to wit, on the 15th day of May, 1840, appeared L. G. De Russy, major in the United States army, cited as a witness on the part of J. Brooks, esquire, who, being duly sworn, deposes and says, in answer to the questions propounded, as follows, to wit:

Were you acquainted with Captain George Grey while he was agent of the Caddo tribe of Indians?

Yes, sir; I came here in the winter of 1826, when I was personally acquainted with Captain George Grey, Indian agent, and saw him frequently from that time till his death, in 1828, both at Natchitoches, and at Fort Jesup, where he was in the habit of spending some two or three weeks at a time.

During the time of your acquaintance with Captain Grey, did he not frequently communicate to you circumstances in relation to his duties as agent of the Caddo Indians generally; and if he did, did he not tell you that the Caddo Indians wished to make a reserve in favor

of the Grappes? To which question Norriss's counsel objected, as being "hearsay evidence, and being inadmissible and irrelevant."

Captain Grey did frequently communicate with me in relation to the interest of the Caddo nation. I think the last conversation with him on that subject was while he was sick at Fort Jesup, in the spring of 1828, where he remained a month or six weeks. He stated to me that the Caddoes had made some donations of land. Among one or two others which he mentioned, was one made to the Grappe family; and I was under the impression, from what Captain Grey told me, that the donation was made then, and had already been made before he came here. He expressed, at the same time, his determination to let no white man remain in the Indian nation, on any portion of the Indian lands, as owners or claimants to that land; that he had made it his duty to drive off any such claimants from the Indian lands; that he could recognise no such power in the Caddoes to dispose of their lands to any body. I can add, that I believe it to have been known by many at that time that the Grappe family expected to own land by donation from the Caddoes; that one reason why I believe it was generally known was, that Major R. B. Hyde, late of the army, at that time an intimate acquaintance of Captain Grey, spoke to me of a proposition he entertained, or had made, as early as 1827 or 1828, to buy that land of the Grappes; but did not go into the speculation, as I understood, from an impression on his mind derived, as I thought, from Captain Grey, that the Government would not confirm titles to the land.

Were you or were you not personally acquainted with Captain T. J. Harrison, of the army, prior and subsequent to the Caddo treaty? If yea, state what was his character for honor and probity.

I had known Captain T. J. Harrison intimately for many years; for honor and integrity I believe his character was unimpeachable.

Do you know if the said Harrison is not now dead? If yea, state the time and period of his death.

I know that Captain Harrison is deceased, and I think he died in 1836 or 1837; I am not positive, though I was near him when he died.

Did you or did you not hear the said Harrison relate occurrences that transpired while present at the making of the Caddo treaty? If yea, please relate them, to the best of your recollection.

Captain Harrison was detailed from Fort Jesup, as commandant of a detachment to attend at the Caddo agency, upon the occasion of the treaty above refeired to. I saw him immediately upon his return, and after the treaty had been concluded; he mentioned the hospitality of the commissioner on that occasion, and of the treaty generally, as one openly made between the commissioner and the Indians; so much so as to have been read in whole or in part by the officers of his command after signing. That upon his officers reading the treaty, Captain Harrison told me he had told them that as yet the treaty was a private document, and no one had a right to read it until it had been seen at Washington, and had been approved or disapproved by the Government; that he had been at Indian treaties before, and that it was un-

usual for a document of that kind to be public; that it was a document for the action of the Government, and was not a public document until the Government had acted upon it; he representing, at the time, the impropriety of the conditions of a treaty being known, as the Indians might easily be persuaded by designing persons to depart from any previous engagement.

Did you or did you not hear the said Harrison relate any remarks as having been made by the commissioner on that particular occasion above mentioned? If yea, please state them.

I don't recollect any particular remarks; but the general tenor of Captain Harrison's conversation impressed me with an idea that the treaty was offered and allowed to be looked upon by the commissioner as a public document, until he himself objected to it; having attended previous treaties, as he told me, and knowing the bad tendencies of having such a document published at such a time.

Do or do you not know Colonel Haden Edwards? If yea, please state the estimation you have of his character.

I do not know what standing the character of Mr. Haden Edwards may have; I consider him myself, from acquaintance with him, a benevolent, honest man; a benevolent, honest old gentleman.

Is or is he not remarkable in his deportment for mild, bland, gentlemanly manners?

Yes.

Cross examined by J. A. Ragan, esq., counsel for S. Norriss.

Do you know, of your own knowledge, any thing concerning the execution of the Caddo treaty?

No.

Do you know where this reserve *this reserve*, as spoken of by Grey, was to be located or made; do you know any thing about that reserve?

I never heard any thing about any reserve from Grey; I merely heard from him that the Caddoes had already given a certain portion of their lands to one of the old men, (Grappes,) for services rendered to the Caddoes, and that he could not acquiesce in any such donation; that he could not recognise any such right in the Indians to donate or dispose of any portion of their lands to white persons; and that, on those grounds, he had driven off the old man Trichel; that the Government of the United States would recognise no right of the Indians to sell or dispose of their lands to any body; and that he, representing the Government, was obliged to act in conformity with the views of the Government.

Do you know where Mr. Trichel lived in the Caddo nation?

I do; it was on the Caddo prairie, near a place called Black bayou, about sixty miles above the present agency.

Do you know the line agreed upon by Captain Grey and the Indians, as the limit or boundary of the Caddo nation and the whites?

I never knew that any agreement had been made by Captain Grey and the Caddoes about any line. The white people of that country

consider the territory appertaining to the Caddoes to be bounded south by a creek running east and west, about four miles above Wallace's old farm, easterly by the Red river, north by the Sulphur fork, and westerly to the Sabine river; and the whites were allowed to live above and below, south and north of those lines, by Captain Grey, without molestation.

Do you know where Rush island is situated?

No; I do not.

Have you not heard this reserve almost universally reprobated as illegal, unjust, and fraudulent, and that it ought to be annulled?

I have heard the commissioner accused of fraud, and the reservation is an unpopular one with interested persons; that is, that the reservation is not looked upon as such, if it had gone to Grappe; but the purchase of it by the *by the* commissioner is looked upon as one evidence of fraud on the part of the commissioner; and the purchase has provoked the censure that attaches to that individual, which I believe would have reached any person who would have made the purchase from the Grappes.

Do you know the secret and clandestine manner in which this purchase was made by the commissioner from the Grappes?

I had heard, when the purchase of Mr. Brooks from the Grappes was generally known, that there had been unfairness in the purchase. Having inquired into the manner of this alleged unfairness, my conclusions do not accord in the censure attaching to Mr. Brooks. I have made, and many of my friends, about as good bargains, on a smaller scale, perhaps, as Mr. Brooks.

At what date did the first purchase occur?

I never knew of any purchase until the one made after the treaty had been ratified by the President and Senate; and, as I supposed, after the commission given to Mr. Brooks had ceased to exist.

Do you know the value of this reserve of four leagues?

I presume their present value would amount to two hundred thousand dollars; they would have sold about the time of purchase for one hundred thousand dollars. The additional value I attribute to the improvements made on the front lands since the purchase.

Do you know the price paid by the commissioner for the land?

I understood it to be at the time six thousand dollars.

Do you know these Grappes?

Not intimately.

Do you not consider them poor, ignorant negroes?

Some of the Grappes I have understood to be white people, and some of them to be colored; and their appearance of poverty is probably more attributable to their ignorance than any want of means.

Do you know the claimants residing in this reserve?

I know some of them—only two; Samuel Norris and John H. Mahlé.

Have you any interest, direct or indirect, in the result of this reservation?

No, sir; none whatever.

Re-examined in chief.

You have spoken of the unpopularity of the Brooks claim, and the alleged frauds in relation to the treaty. Do you not know or believe that this unpopularity has grown out of the noise raised by interested persons, and that the allegations of fraud have been made mostly by persons interested?

The commissioner who had been entrusted with the making of that treaty had generally been an unpopular man in this country. The first persons who produced unpopularity to the treaty were, to my knowledge, interested in doing so; endeavoring at the same time to make purchase from another branch of the Grappe family, whom they considered as the legitimate heirs, by tempting them with a few thousand dollars more than had been given by Mr. Brooks.

Do you not believe that if Brooks had not purchased the land of the Grappes then, and that if the land had remained with the Grappes, there never would have been any charge of fraud?

I believe there would have been no accusation of fraud had not Mr. Brooks purchased the land.

In the cross examination of the opposite counsel, you have spoken of this purchase of the Grappes by the commissioner. Do you or do you not know, whether the said purchase was made during the existence of the authority of that commissioner?

I have stated in some part of my testimony that I had heard of the ratification of the treaty, and of the return of Mr. Brooks to this country, unclothed of this office, when he made the purchase of the reservation spoken of.

Re-cross examined.

Do you know Samuel Norriss? If yea, state whether you would or would not believe him on his oath in a court of justice.

What I do know of Norris is favorable to him, and I should believe him.

Re-examined.

Have you ever had any business transactions with Samuel Norriss, or any interest connected with him, directly or indirectly, or social intercourse, by which you might ascertain his character?

I have answered the previous question merely upon the ground that every man should be believed under the obligation of his oath, unless convicted of having departed from truth. I have never had a close contact with Mr. Norris, either socially or on business, suggested in the present question. LEWIS G. DE RUSSY.

Sworn to and subscribed, on this 15th day of May, A. D. 1840, before me, C. E. GRENEAUX, *Parish Judge*.

Deposition of P. J. Grappe.—No. 9.

And afterwards, to wit, on the 13th of July, 1840, before me, the said judge, personally appeared Jaques Grappe, for M. C., witness on

the part of Samuel Norriss, who, being first duly sworn, answered as follows to the interrogatories to him propounded, to wit:

Question. Do you or did you know Jehiel Brooks in 1835?

Answer. That he knew him at the [time] he sold his land, and at the time of the treaty.

Question. At what time did you sell your land to Mr. Jehiel Brooks?

Answer. Says he does not know.

Question. Was or was it not in the summer or fall of 1835?

Answer. Says it was in the fall; does not recollect the year.

Question. Did or did you not sell your lands to Mr. J. Brooks immediately after the date of the Caddo treaty?

Answer. Says, yes; some time after.

Question. Was or was not the first deed of sale from you to Brooks made before Brooks left the country, after the treaty?

Answer. Yes.

Question. Why did you sell so large and valuable a tract of land to Mr. Brooks for so trifling a sum of money?

Answer. Because he did not know where to take the land.

Question. Did or did you not know the quantity of land you sold to Brooks at the time you made the bargain with Brooks?

Answer. Says he did not know the quantity, or he would not have sold it for so little. That he was afraid, or thought, that Brooks would give [him] some bad piece of land; that Brooks told him there was some land coming to him, and that he was afraid Brooks would give him some bad piece. That was the reason he sold it to him.

Question. Did or did not Brooks tell you that you had a small piece of land in the Caddo nation, and that if you (Grappe) did not let him (Brooks) have the land, he would locate it in the swamp and mud?

Answer. No; he did not tell him so.

Question. Did or did you not make a contract, either written or verbal, with Mr. Brooks, for the sale of your land, before the treaty was made?

Answer. No.

Question. Did or did you not tell some person that the first deed of sale was passed in the autumn after the treaty, and before Mr. Brooks left for the North?

Answer. No.

Question. Do you or do you not recollect that the deed of sale was torn up or destroyed by Brooks, in the presence of Doctor Breda, when the second deed of sale was signed?

Answer. No.

Question. Did or did not some person say to you, that if you gave evidence against Brooks, and he (Brooks) should lose his land, you would be bound in warranty to Brooks, and that you would lose all the money you received from Brooks? If yes, tell all that was said.

Answer. No.

Question. Do you or do you not know that you gave no warranty

to Mr. Brooks, and that if he shall lose the land in controversy you are not bound to refund the money?

Answer. That he sold the land without warranty, and does not believe he would be bound to refund the money.

Cross examined.

Question. Did you ever sign more than the one sale to Mr. Brooks, at which Mr. Athanace Trichel was a witness?

Answer. No.

Question. Was not the deed that you signed at that time explained to you by Mr. Trichel, or some other person?

Answer. That the deed he signed when Mr. Trichel was present, was for a tract of land at Camplé, which Mr. Brooks was to have entered.

Question. Has Mr. Athanase Trichel died since that time?

Answer. Yes.

Question. Shortly after the sale to Brooks of the Caddo reserve, did you not refuse to bring suit to annul that sale, on account of lesion, or for any other cause; and, at the same time, did you not express your satisfaction with the conduct of Mr. Brooks?

Answer. That he did refuse to bring suit to annul that sale; did not express his satisfaction at the conduct of Mr. Brooks.

Question. Was or was not Mr. Athanase Trichel present, when the deed of sale was executed by you to Brooks, as your friend and as witness?

Answer. Yes; that he had brought Mr. Trichel there as friend and witness.

Question. Did or did not Mr. Trichel explain to you the nature of the sale, or advise you to execute it?

Answer. That Mr. Trichel explained the deed, and told him to sign it; that it was his own property.

Examined in chief.

Question. Did you or did you not know the quantity of land you sold to Brooks, and did Trichel tell you the quantity?

Answer. That he did not know the quantity; that Mr. Trichel did not tell him; that it had not been surveyed, and was to be taken in the Caddo lands.

Question. Did or did you not know in what part of the Caddo nation your land was situated?

Answer. That he did not know.

Question. Did or did not one of your brothers, Balthazar, refuse to sign the deed of sale, and that the name of that brother was on the deed when it was recorded, by virtue of the affidavit of Athanase Trichel? And did not Brooks send afterwards for Balthazar to sign the deed for Caddo lands?

Answer. That Balthazar had nothing to do with these Caddo lands;

that Mr. Brooks sent for him to sign a deed concerning the Camplé lands.

Question. When Mr. Brooks first applied to you to sell him your land in the Caddo nation, did or did you not tell Brooks that you had no land in the Caddo nation; that you could not sell land when you had none?

Answer. That he could not have told him, because he sold him the land immediately.

Question. Did you or did you not know that you had land in the Caddo nation before Brooks told you that you had some land there?

Answer. Yes; that he did know.

Question. Do you or do you not know who were the witnesses to the deed of sale of the Caddo lands?

Answer. Mr. Athanase Trichel, and an old man, whose name he does not recollect.

Cross examined again.

Question. Did you bring Mr. Athanase Trichel with you at the time you signed the sale to Mr. Brooks for the Caddo reserve as your friend and adviser, and for the purpose of seeing the deed properly executed on your part?

Answer. Yes.

Re-examined.

Question. Do or do you not know if the deed of sale was properly executed or not, and do you know the contents?

Answer. He believes it was well executed, and knew the contents.

Question. Do you know the quantity of land which you sold?

Answer. No; they did not tell him the quantity, and that he did not know it.

JAQUES GRAPPE, his X mark,
declaring that he does not know how to write.

Sworn to and subscribed before me, on the 13th day of July, 1840.

C. E. GRENEAUX,
Parish judge.

And, at the same time, also appeared Jaques Grappe, who was formerly examined in this case, who, being questioned again, answered as follows, on the part of Norris:

[Question.] Did you or did you not know the extent of your right at the time you sold, and did not Trichel influence you in signing the deed?

Answer. That, had he known the value and extent of his rights at that time, he would not have sold for that price. Trichel told him it was good, and to pass the deed, but never had any influence on him; nor did he influence him in the signing of this deed.

Question. Did or did you not believe, when you signed the deed for the Caddo lands, that you were signing one for the Camplé tract?

Answer. No; that when he signed the deed for the Camplé land he had already sold the Caddo tract.

Question. Were or were not the other brothers absent when you signed the act of sale to Brooks?

Answer. Yes, they were absent.

Question. Did you or did you not see Pierre Trichel, or any other person, make the marks of the other brothers to the deed?

Answer. That he saw no one make the marks.

Question. From the circumstances, do you or do you not know that Mr. Brooks misrepresented the affair, and cheated you and the Government out of the land?

Answer. No.

Question. Did or did not Mr. Brooks obtain a deed of sale for the Caddo land prior to his going to Washington, and immediately after the treaty, and returned subsequently and obtained a second deed?

Answer. That he never signed but one act of sale for that land.

Question. Why did you state in your last examination that you had passed a deed of sale to Brooks in the autumn, directly after the treaty, and now state that there was but one deed passed?

Answer. That he always said that there was but one deed for this land; that he signed another paper, with all the other Grappes, to authorize Mr. Brooks to act for them in another land claim at Camplé.

Question. Was or was not the contract first made with Brooks at the Caddo agency a few days after the treaty, and concluded at Natchitoches about two weeks after?

Answer. No; that Mr. Brooks proposed to purchase the land from witness at Natchitoches, one or two weeks after the treaty.

Question. Did or did not Mr. Brooks then offer you four thousand dollars and a negro for your Caddo land?

Answer. That Mr. Brooks asked him, laughing, whether he would take four thousand dollars and a negro for his Caddo land. Witness answered, no; Brooks then told him to make his price; witness said he would take six thousand dollars and a negro, which was acceded to by Mr. Brooks; this was a week or two after the treaty; that Mr. Brooks had no conversation with him on this subject in the autumn previous to his departure for Washington.

Question. Did Athanase Trichel act as interpreter for you and Mr. Brooks in this transaction?

Answer. Yes.

Further states, being questioned, that some time before the treaty the Caddo chief sent for witness, and told him to tell the American chief (Mr. Brooks) that, after taking out the land which had been reserved for him, (witness,) that he (Brooks) might tell the great chief (the President) he could have the balance and remainder of the Caddo lands for eighty thousand dollars.

Cross examined.

Question. Is it or not to your knowledge that, shortly after you sold to

Brooks, some of the settlers on the land threatened to put you in jail, or give you some trouble for having sold to Brooks?

Answer. Yes; that Mr. Mahlé threatened him.

Question. Did you or did you not come to Natchitoches to consult Mr. Morse, your lawyer, on the subject?

Answer. Yes.

Question. Did you or did you not state to Mr. Morse at that time that, though you had sold your land for less than its value, every thing was fair, and that you would abide by the bargain?

Answer. Yes.

Question. How long have you been acquainted with Rush island?

Answer. That he has known it for the last fifty years.

Question. Is or is not the lower end of Rush island bounded by a bayou called now "Pascagoula?"

Answer. Yes, it is.

Question. Whether, during the time you have been acquainted with Rush island, it was or was not claimed by, and considered as belonging to, the Caddo tribe of Indians?

Answer. Yes.

Question. Were the Indians in the habit of putting their horses on that island during the winter?

Answer. Yes, always.

Question. State all you know concerning the claim, occupancy, and ownership of Rush island by the Caddo Indians previous to the treaty?

Answer. That all he knows is, that these Indians were in the habit of putting their horses there; that the Caddo Indians never told him that they claimed this island as their property.

Question. Did or did not the chief or chiefs of the Caddo Indians repeatedly tell you, prior to the treaty, that lands would be reserved to you, or to you and your brothers?

Answer. That they did tell him that he (witness) would have a reserve, but not his brothers.

Question. Did the chiefs say positively that your brothers would not have lands reserved to them, or did they merely omit to mention them?

Answer. That his brothers' names were not mentioned.

JAQUES GRAPPE, his X mark.

Sworn to and subscribed before me.

C. E. GRENEAUX,
Parish Judge.

Deposition of Henry Queen.—No. 10.

I, Henry Queen, do solemnly swear, on the holy evangelists of Almighty God, that I was present at the signing of a treaty by Jehiel Brooks and a delegation of Caddo Indians, on the first day of July last, and am a witness to the same. The treaty and supplement thereto (the last of which, the said Jehiel Brooks stated, contained reservations of land,) was then and there translated to the said delegation of Indians in presence of all of the subscribing witnesses. The treaty was

examined, in part or entirely, by some of the subscribing witnesses—myself and one or two declining, on the ground that its contents was no concern of ours. I was satisfied that the Indians had a full understanding of it, and I believe every other person present was also satisfied of the fact.

Some time in the month following, (August,) I was present at the room occupied by the said Jehiel Brooks, in the town of Natchitoches, when Jaques Grappe, Belthazar Grappe, and Dominique Grappe called and inquired if the reservation had been made for them and their brothers and sisters. These were informed by the said Brooks that the reservations were made, as expressed in the depositions furnished by them. The said Grappes then offered to sell out to the said Brooks for the sum of six thousand dollars. The said Brooks replied that he would give it, provided the reservations should be approved by the Government; but that he had his doubts of their success, as he knew the Government was opposed generally to Indian reservations of land, and these must stand or fall upon their intrinsic merits. The Grappes said they could present further evidence in the case, and did so, before the said Brooks left Natchitoches. HENRY QUEEN.

Subscribed and sworn to before me, the subscriber, a justice of the peace for the county of Washington, this 9th day of June, 1836.

SAM. STETTINIUS, *J. P.*

Answers of Henry Queen to the interrogatories propounded by the Committee on Indian Affairs, House of Representatives.

To the 1st interrogatory. I was at the agency-house, in the Caddo nation of Indians, in the State of Louisiana, in company with the other subscribing witnesses, at the opening of the council, on the morning of the 28th June, 1835, and we were present at the daily councils, more or less, as inclination seemed to prompt; but, owing to the excessive warmth of the weather, I found it too disagreeable to continue long at a time in that sort of a crowd; and from the course I saw others pursue, I believe similar feelings governed all white men present whose duties did not require their constant attendance.

In the afternoon of the 1st July, 1835, we were all formally invited by the commissioner (Jehiel Brooks) to attend the council, for the purpose of witnessing the execution of the treaty, when I believe every white man, except Larkin Edwards, then at the treaty ground, did attend and witness the same. Edwards declined being present on this occasion, as he had from the beginning, on account of his being an applicant for a reservation of land. The ceremony of opening this last council commenced, as usual, by passing a lighted pipe to every person present; after which the commissioner, who was seated at the council table, and in bad health at the time, pointed to papers before him, and addressing the witnesses, observed: Gentlemen, these papers contain, in duplicate, a treaty ceding the Caddo Indian territory to the United States, with a supplement containing reservations of land to individuals,

as agreed on in council, and now presented in form for signature, and open to the examination of any person desiring to do so, or words to that import.

The interpreter, John W. Edwards, then translated these papers to the Indians, in the order presented to him by the said Brooks; and, in the mean time, some of the witnesses read more or less of these papers, whilst others declined. As the interpreter closed his translation, with the paper still in his hand, the said Brooks inquired of the Indians in council if they understood what had been read to them, and were satisfied with it. To which they all replied in the affirmative. They then severally arose, as their names were called, and affixed their mark to the four written signatures, in presence of all the subscribing witnesses, and of the whole multitude of men, women, and children, of the Caddo nation, assembled at the treaty ground, amounting to near one thousand individuals.

At the time the translation to the Indians was being made, I think Lieutenants Bonnell and Field, Dr. Heard, and a Mr. Williamson, (who happened to be there at the time,) read the treaty more or less, but to what extent I am unable to say, until the reading was arrested by Captain Harrison. His remarks were in substance, as follows, to wit: Gentlemen, it is neither necessary nor strictly proper that we should know the particular contents of the treaty. We are called on to witness the signing of the treaty. If we are satisfied that the Indians understand it, and show no reluctance in executing, on their part, we declare as much by our signatures; and this is all we have to do with it. Considerable desultory conversation followed, but no further examination of the documents took place. I knew not, at that time, to whom reservations were made, but presumed there was one in favor of Larkin Edwards, from his previous remarks to me.

To 2d interrogatory. The military detachment did not arrive at the treaty ground till after the Indians were mostly assembled, and in the latter part of the day, and reported for duty the next morning. About the same time the Caddo chiefs, through their interpreter, reported that white men had come into their camp late in the night previous; had been persuading their people not to make a treaty, and were still there. A military guard was therefore despatched, with orders to take into custody all white men found there. The guard returned with one François Bark, and reported that another white man, named Joseph Valentin, had been there, but made his escape. The said Brooks, who had been the agent for that nation, and the Edwardses (father and son) who had long resided among the Caddoes, as they informed me, spoke of this Valentin as an old illicit Indian trader, and a notorious violator of the intercourse laws. Immediately after this occurrence, a chain of sentinels was posted around the Indian encampment, with orders for no white man to enter it, by day or night, without the password. After the police was organized, the prisoner was liberated without any further injury than perhaps an hour's detention. He was represented by the Edwardses as living with an Indian woman, and hostile to the Ameri-

cans. I was further told by the Edwardses, that the frontier settlers, who were mostly Indian traders, were opposed to a treaty, and that none could be made if they were suffered to tamper with the Indians while assembled, as they would keep them too much intoxicated to transact business. As it was, I did not see an Indian drunk till some days after they had received all of their goods.

To 3d interrogatory. I do not believe any of the Grappes were present at the treaty. If any person of the name of Grappe, or any other name, related to François Grappe, deceased, was there, I know it not. Some persons of that name called on Brooks at Natchitoches, in the month of August following, and inquired if the reservations had been made to them. Said Brooks informed them that the reservations were made in conformity with the depositions which they had placed in his hands, as the Indians in council had voluntarily requested him to do.

To 4th interrogatory. I have already stated what I know. There were no other white men but the troops at the post during the treaty, except two or three who brought beeves for the Indians. They came at the commencement, remained but a short time, and, so far as I observed, had nothing to say or do respecting the treaty.

To 5th interrogatory. I can say nothing more than I have previously stated.

To 6th interrogatory. I know nothing more of my own knowledge than what I have related. I have heard the said Brooks say that he was directed by the President of the United States to put all reservations made by the Indians into supplemental articles, so that should the Government disapprove of them, it might not annul the main treaty, or treaty of purchase.

To 7th interrogatory. I will repeat, that of limits and cession, and the supplement thereto, were presented for signature all together, and that they were signed by the contracting parties and witnesses as one act—that is to say, each individual, as his turn came, executed the four signatures, immediately one after another, in presence of all the rest whose names are subscribed to the two instruments.

To 8th interrogatory. I have nothing additional to state.

To 9th interrogatory. I do not; and I have no doubt, if such a contract had been made at the time that I should have known something respecting it.

To 10th interrogatory. I know not what the land was worth in 1835, or at any subsequent time.

To 11th interrogatory. In the latter part of July, 1835, I left the treaty ground on horseback for Fort Jesup, and lodged the first night at the house of Thomas Wallace, the elder, who resided a few miles out of the Indian limits. I there saw a large quantity of the identical goods I had seen delivered to the Caddoes at the treaty ground on the third day of the month. I saw blankets, broadcloths, calicoes, cotton domestics, rifle guns, and other articles, not now recollected sufficiently to name, to the value of more than two thousand dollars, as I then and

as agreed on in council, and now presented in form for signature, and open to the examination of any person desiring to do so, or words to that import.

The interpreter, John W. Edwards, then translated these papers to the Indians, in the order presented to him by the said Brooks; and, in the mean time, some of the witnesses read more or less of these papers, whilst others declined. As the interpreter closed his translation, with the paper still in his hand, the said Brooks inquired of the Indians in council if they understood what had been read to them, and were satisfied with it. To which they all replied in the affirmative. They then severally arose, as their names were called, and affixed their mark to the four written signatures, in presence of all the subscribing witnesses, and of the whole multitude of men, women, and children, of the Caddo nation, assembled at the treaty ground, amounting to near one thousand individuals.

At the time the translation to the Indians was being made, I think Lieutenants Bonnell and Field, Dr. Heard, and a Mr. Williamson, (who happened to be there at the time,) read the treaty more or less, but to what extent I am unable to say, until the reading was arrested by Captain Harrison. His remarks were in substance, as follows, to wit: Gentlemen, it is neither necessary nor strictly proper that we should know the particular contents of the treaty. We are called on to witness the signing of the treaty. If we are satisfied that the Indians understand it, and show no reluctance in executing, on their part, we declare as much by our signatures; and this is all we have to do with it. Considerable desultory conversation followed, but no further examination of the documents took place. I knew not, at that time, to whom reservations were made, but presumed there was one in favor of Larkin Edwards, from his previous remarks to me.

To 2d interrogatory. The military detachment did not arrive at the treaty ground till after the Indians were mostly assembled, and in the latter part of the day, and reported for duty the next morning. About the same time the Caddo chiefs, through their interpreter, reported that white men had come into their camp late in the night previous; had been persuading their people not to make a treaty, and were still there. A military guard was therefore despatched, with orders to take into custody all white men found there. The guard returned with one François Bark, and reported that another white man, named Joseph Valentin, had been there, but made his escape. The said Brooks, who had been the agent for that nation, and the Edwardses (father and son) who had long resided among the Caddoes, as they informed me, spoke of this Valentin as an old illicit Indian trader, and a notorious violator of the intercourse laws. Immediately after this occurrence, a chain of sentinels was posted around the Indian encampment, with orders for no white man to enter it, by day or night, without the password. After the police was organized, the prisoner was liberated without any further injury than perhaps an hour's detention. He was represented by the Edwardses as living with an Indian woman, and hostile to the Ameri-

cans. I was further told by the Edwardses, that the frontier settlers, who were mostly Indian traders, were opposed to a treaty, and that none could be made if they were suffered to tamper with the Indians while assembled, as they would keep them too much intoxicated to transact business. As it was, I did not see an Indian drunk till some days after they had received all of their goods.

To 3d interrogatory. I do not believe any of the Grappes were present at the treaty. If any person of the name of Grappe, or any other name, related to François Grappe, deceased, was there, I know it not. Some persons of that name called on Brooks at Natchitoches, in the month of August following, and inquired if the reservations had been made to them. Said Brooks informed them that the reservations were made in conformity with the depositions which they had placed in his hands, as the Indians in council had voluntarily requested him to do.

To 4th interrogatory. I have already stated what I know. There were no other white men but the troops at the post during the treaty, except two or three who brought beeves for the Indians. They came at the commencement, remained but a short time, and, so far as I observed, had nothing to say or do respecting the treaty.

To 5th interrogatory. I can say nothing more than I have previously stated.

To 6th interrogatory. I know nothing more of my own knowledge than what I have related. I have heard the said Brooks say that he was directed by the President of the United States to put all reservations made by the Indians into supplemental articles, so that should the Government disapprove of them, it might not annul the main treaty, or treaty of purchase.

To 7th interrogatory. I will repeat, that of limits and cession, and the supplement thereto, were presented for signature all together, and that they were signed by the contracting parties and witnesses as one act—that is to say, each individual, as his turn came, executed the four signatures, immediately one after another, in presence of all the rest whose names are subscribed to the two instruments.

To 8th interrogatory. I have nothing additional to state.

To 9th interrogatory. I do not; and I have no doubt, if such a contract had been made at the time that I should have known something respecting it.

To 10th interrogatory. I know not what the land was worth in 1835, or at any subsequent time.

To 11th interrogatory. In the latter part of July, 1835, I left the treaty ground on horseback for Fort Jesup, and lodged the first night at the house of Thomas Wallace, the elder, who resided a few miles out of the Indian limits. I there saw a large quantity of the identical goods I had seen delivered to the Caddoes at the treaty ground on the third day of the month. I saw blankets, broadcloths, calicoes, cotton domestics, rifle guns, and other articles, not now recollected sufficiently to name, to the value of more than two thousand dollars, as I then and

still believed. This man's wife was part Indian. And I saw a nephew of his that was a half breed. He applied for a reservation of land, but I understood that the Indians refused to grant it, because he had never done any thing to support his mother, who was a Caddo squaw. I was detained at the treaty ground to the time above mentioned by the illness of the said Brooks. He descended the river to Natchitoches in the early part of August, being too feeble to travel by land.

To 12th interrogatory. I know not where the Grappes resided. I believe none of that name resided on the lands reserved to them.

To 13th interrogatory. I know one Samuel Norris resided within the limits of the reservation, and believe his brothers-in-law, Dupree, Antoine Porier, and Francois D. Porier, lived within the same; the last of whom is the son-in-law of the said Joseph Valentin. I have no doubt that Jehiel Brooks knows much more about these matters than I do. I took very little notice of their improvements. My impression is, that they were poor people, and their improvements of little value.

I will further state, that I accompanied Colonel Brooks on his mission to make this treaty from the District of Columbia, in his employ, for the purpose of assisting him, as far as practicable, he not having been allowed any assistance by the Government. The whole proceeding had so much of novelty in it to me, that it made a very lasting impression on my memory, so far as the occurrences passed under my observation. And, in conclusion, I will state, that I am the brother-in-law of Colonel Brooks; but I have not now, and never have had, nor ever expect to have, from any understanding in writing, or otherwise, with the said Brooks, or any agent or friend of his, any interest, direct or indirect, in making of the treaty, or arising out of any of its provisions, beyond the pay I received for my services.

I will further add, that I have made previous statements touching these proceedings, and if this shall particularize the incidents connected with the Caddo treaty more fully than they do, it is owing entirely to the wider range presented to my mind by, and the specific instructions of, the interrogatories propounded.

HENRY QUEEN.

Questions propounded by Jehiel Brooks.

Question. Were any goods delivered to the Indians, or did they take any without leave on the day the treaty was signed, or at any time during the treaty?

Answer. Not to my knowledge; nor do I believe that such a circumstance could have occurred without my knowing it.

Question. Was or was not Lieutenant J. Bonnel, who witnessed the Caddo treaty, more or less intoxicated by drinking daily whilst at the treaty ground; and was or was he not in that condition at the signing of the treaty?

Answer. Yes; such is my opinion.

Question. From the out-door duties you performed daily at the treaty

ground, do or do you not believe that you knew of every visit to the agency-house made by white men during the stay of the Indians?

Answer. Yes; I believe I do.

Question. In your visits to Red river, on the occasion of the Caddo treaty, and afterwards, did or did you not become acquainted with Frangois Porier, and the Poriers of Rush island generally? If yes; did you see the said Frangois Porier, or any person of that name, on the treaty ground at any time during the continuance of the treaty?

Answer. Yes; I know Frangois Porier, and all of the name who resided on Rush island. I saw none of the name at the treaty ground during the treaty.

Question. Between the first opening of the council and the signing of the Caddo treaty, did you see or hear of Larkin Edwards, John W. Edwards, the Caddoes and commissioner, conversing together at the agency house or elsewhere? If yes, did you see any other white men present?

Answer. I did not see, nor do I believe Larkin Edwards was present at any interview between any portion of the Caddoes and the commissioner during the pendency of the treaty. I noticed that Mr. Edwards carefully avoided being present on every such occasion, and for the reason, as he stated to me, that he was an applicant for a reservation of land. I saw no white men present at any such interview, except those who witnessed the treaty; and the Indians on the treaty ground never attended en masse but on one occasion, and that was to witness the signing of the treaty, on the 1st day of July, 1835, in the afternoon.

Question. Did you see the chiefs or councillors remain in or about the agency-house at any time during the treaty, after the council had adjourned for the day?

Answer. I did not. The councillors came to the council always in a body, with the chiefs at their head, and retired in the same order to their encampment, about a quarter of a mile distant.

Question. Did you see or hear of any other person or persons in custody of, or escorted by, the military at the treaty ground except the individual you have already mentioned? If yes, state who, and on what pretence or occasion.

Answer. I know nor heard of no other instance of the kind but the one already related.

Question. Did you hear any person at the treaty express dissatisfaction in respect to the manner of conducting the negotiation, or to any of the provisions of the treaty? If yes, state by whom, and in what particular.

Answer. I heard nothing on the subject.

Question. In what part of the agency-house did the council hold its sittings?

Answer. On the southwest corner of the piazza or gallery.

Question. Did you see or hear of any white persons standing on the ground outside of the piazza at any time whilst the council was in session?

Answer. No.

Question. During the commissioner's intercourse with the Indians at the treaty, did you observe any disposition manifested to hurry the business with them?

Answer. I did not.

Question. Did you hear any person say, or learn from any other source, that the Indians requested, or desired the treaty to be postponed on any account or pretext?

Answer. I did not.

Question. Do you know, or did you hear, of any other person, except the sworn interpreter, addressing the Indians in council?

Answer. I neither know nor heard of any thing of the kind.

Question. Did you hear any reasons assigned why Larkin Edwards, the father, instead of John W. Edwards, the son, was not employed as interpreter for the treaty?

Answer. Mr. Larkin Edwards told me himself that he had been employed as Caddo interpreter; but, as he was an applicant for a reservation of land on the occasion of this treaty, and as his son John was as competent for the duty as himself, he had declined serving.

Question. From your own observation and acquaintance with John W. Edwards, what was your opinion of his fitness for, and conduct in, that duty?

Answer. I believed at the time, and still believe, that he was every way well qualified for that duty.

Question. Have you any recollection of the commissioner's entertaining business, in respect to the treaty, with the chiefs or councillors, after 3 o'clock p. m. of any day, except the final act of signing the treaty? If yes, state the time, place, and persons present.

Answer. I have not, and do not believe any such occurrence took place.

Question. Did Jacob Irwin reside at or near the agency-house at the time of the treaty?

Answer. He resided, as near as I can recollect, some eight or ten miles from the agency-house, in the parish of Claiborne.

Question. What was Jacob Irwin's condition at the time he came to the treaty ground; how long did he remain there, and what was his condition when he went away?

Answer. He came to the agency-house on the same day, and a short time before the detachment of troops arrived, in a state of inebriety; he remained till the next day after breakfast, and then departed in a similar condition.

Question. Have you seen Jacob Irwin at other times and places?

Answer. Yes.

Question. Did you ever see him in any public place, without his being more or less intoxicated?

Answer. I never did.

Question. Have you not understood from various persons at Natchi-

toches and elsewhere, that such has been his uniform practice for years past?

Answer. Yes, I have.

Question. Do you or do you not consider Jacob Irwin, when intoxicated, completely non compos mentis, or in a state of greater mental aberration, than usual with men in a similar condition?

Answer. Yes, he is exceedingly restless and meddlesome whilst under the influence of liquor, but gentlemanly and retiring in his manners when sober.

Question. Was the treaty postponed or delayed in its progress at any time on account of the absence of any person or persons, or from any other cause?

Answer. Not from my recollection.

Question. When did you last see Larkin Edwards, and what was his appearance and condition?

Answer. I was at Coat's bluff in the month of February, 1838, where I saw Larkin Edwards at the house of his son-in-law, a Mr. Scheunick; he appeared to be very infirm and imbecile, and the said Scheunick so represented his situation to me at the time.

DISTRICT OF COLUMBIA, *Washington county, to wit:*

On this 25th day of May, 1842, before me, a justice of the peace for said county, personally appeared Henry Queen, and made oath to the foregoing instrument of writing, according to due form of law.

Sworn before NATH. BRADLEY, *J. P.*

Additional cross interrogatories propounded to Henry Queen, by Jehiel Brooks, in respect to the Caddo treaty, to be laid before the Committee on Indian affairs, House of Representatives.

Question. You have stated you were present every day the council sat in negotiating the Caddo treaty, which terminated on the 1st day of July, 1835. What portion of time, or how long at a time, did you absent yourself whilst the council were in session?

Answer. I was regularly present each day; but the weather being very warm, I frequently stepped out of the crowd for the purpose of fresh air, but never to remain long at a time, and seldom out of the immediate view of the council.

Question. Do you know, or have you ever heard, of any person or persons being present in council, at any time during said negotiation, except those who signed and witnessed the treaty? If yes, state their names, and every occurrence relating to them.

Answer. I know of no white man being present at any one of the councils, or at any portion of a council, unless some of the soldiery may have stood outside of the piazza, (where the council uniformly sat,) and these may have heard the proceedings, except those individuals whose names appear to the treaty. These soldiers wore there uniforms daily, and if any of the people of that country, whose *whose* fashion of dress

contrasts most strikingly with the soldiers' uniform, had been among them, or standing there by themselves, without ever speaking, or for any length of time, I am confident I should have noticed them, as their costume and manners were quite a novelty to me at the time. Besides, I knew the commissioner anticipated some interference from the frontier whites prejudicial to the treaty, which caused me to be on the look-out for them, and to feel, at the time, some surprise that further attempts were not made. I purchased a drove of beeves, by order of the commissioner, from a man, I think, named Rembin, and there may have been two individuals with him. They came with the beeves late in the evening, and departed the next morning directly after breakfast; and I am positive that they were not at any one of the councils, and that they were not escorted any where whilst there by a military guard. The Caddo Indians assembled at the treaty ground, at the time these men were there, numbered some hundreds; but none, except the select councillors, ever appeared in council, and there was no assemblage of Indians at the council-house en masse, but the one at the signing of the treaty in the afternoon of July 1st, 1835, to which date I am positive that Larkin Edwards was not present, or witnessed any of the proceedings whatever. I say this, too, after having reperused and carefully reflected upon the testimony of "Lewis Naville Rembin, Charles Rembin," and "John Joseph Le Barb," as printed in "Doc. No. 25, 27th Congress, 2d session, House of Representatives." As to any person named Aldret, I know nothing; I have no knowledge of ever having heard the name mentioned till lately by Col. Brooks. Certain I am, that no white man, Indian, or negro, that no being of the race of man, of that name, sat in or at any council held at the Caddo treaty of 1835.

Question. Do you or do you not know that, after the treaty was signed, and during the time Larkin Edwards was assisting the Caddoes in dividing their goods, preparatory to their departure, he read the treaty and approved the boundaries expressed therein?

Answer. I believe Larkin Edwards had a full knowledge of the treaty at the time alluded to, and I never heard him or any other person express a belief or opinion that there was any error in that respect; and I know that the land where Samuel Norris and many of the Poriers lived at the time, was considered to be within the Caddo limits, and believe these people so understood it themselves.

Question. Do you not know that yourself, the commissioner, and the goods and supplies for the treaty, were all landed at Norris's, and thence transported up the bayou Pierre to the treaty ground; and that whilst at Norris's the commissioner invited him and authorized him to invite his friends to attend the treaty; and did any of them so attend the treaty?

Answer. I believe such an invitation was extended, but not one of them visited the treaty; the commencement of the treaty was well known at Norris's; James Finnerty lived there, and was employed as patroon of the piroques which conveyed the supplies to the agency landing or treaty ground, and was passed back and forth daily, from the time of their landing till after the treaty was signed, Norris hauling

the goods from his house to the bayou Pierre landing; thus affording them every facility to visit the post; and I heard the commissioner express surprise at the time that none of those people had attended.

Question. Were you not at Samuel Norriss' and through that neighborhood in February, 1838; and did you hear any portion of the Caddo treaty boundaries controverted at that time?

Answer. I accompanied the United States deputy surveyor from a little above the mouth of the Pascagoula bayou to Samuel Norriss' residence, in meandering the Red river conformably with the stipulations of the Grappe reservations, and I heard no person express a doubt as to the accuracy of the boundaries in the treaty, or any portion of them. I accompanied the surveyor no higher, there being no person living at the time above, within the scope of the reservations. This was done by me as the agent of Col. Brooks, owing to a rumor that the surveyor would be resisted at Norriss'. Norriss however, nor no other person, attempted any thing of the kind, and Norriss denied all participation in the rumor. I heard no person say that the Caddo boundaries were wrongly stated in the treaty.

HENRY QUEEN.

Subscribed and sworn to before me, this 26th July, 1842.

B. K. MORSELL, *J. P.*

Depositions of A. Grillette and Wm. Callahan.

No. 11.

Deposition of William Callahan and Antoine Grillett.

STATE OF LOUISIANA,
Parish of Natchitoches.

Personally came and appeared before me, the undersigned, a justice of the peace, acting in and for the parish and State aforesaid, Antoine Grillett and William Callahan, formerly of the Republic of Mexico, who on their oaths say, that they are well acquainted with Samuel Norriss; that he was then acting alcade in the said republic in the years 1826, 1827, and 1828; and that they also *known* Nathaniel Norriss, Antoine Porier, and François D. Porier, and brothers and sisters, and that they were citizens of the said Republic of Texas in the years of 1826, 1827, and 1828, and previous.

Antoine Grillett states, that he knows well the above named persons as stated, except Antoine and François D. Porier.

A. GRILLETT,
WM. CALLAHAN.

Sworn to and subscribed before me, this 9th day of November, 1839.

J. HOLMES,
Justice of the peace, parish of Natchitoches, State of Louisiana.

Deposition of Terrill.

No. 13.

CAROLINE COUNTY, VIRGINIA,
September 15, 1841.

I hereby certify, that the bayou called "Pascagoula," in the Caddo Indian treaty, in Louisiana, is so denominated in the old surveys of the country, as also in the new, some of which I have made touching said bayou; that I have travelled over the country between said bayou and the town of Natchitoches frequently; am conversant with the names of places and things generally throughout that region, and never heard of any other bayou of that name in the whole line of Red river, and believe if any such existed I could not have failed to know it; that I surveyed the "Grappe reservation," contained in the said Caddo Indian treaty, and the adjacent lands in the "Caddo purchase," under instructions from the surveyor general of public lands in the State of Louisiana; that there is no regular connected channel of a stream of water, of much extent, in the valley of Red river, within the range of my observation, but the channel of Red river itself, which is well defined throughout, and cannot be, and, in my opinion, never could have been, mistaken; that there are several outlets of water from the channel of Red river, within and immediately above said reservation, (including one named bayou Pierre) which pass through it in various directions, sometimes uniting, and sometimes branching, some falling into lakes, swamps, or brakes, and some again uniting with the river, the most considerable of which I have delineated in my returns to the surveror general's office, which have distinctive names from the white settlers, but none of Indian origin, except the "bayou Pascagoula;" all which, it is plain to the most superficial observation have been formed only by obstructions in the channel of the river. I believe that the bayou "Pascagoula" was once the outlet to Red river of a very considerable stream, of which Lac Terre Noir or Wallace's lake, occupies the valley, and the bayous and streams called Terre Noir, Cypress, Boggy, and Brushy, with others more inconsiderable, were but branches. But, as the process of the "great raft" elevated the margin of the channel of the river, this inlet was transformed into an outlet, and the surplus water, both ways, was forced to pass off below, over the lowest ground of the river valley, which is generally contiguous to the "high lands" or primitive hills.

This conclusion is irresistible, from the fact that there is no other channel any where connected with the river in the neighborhood, that could have disembogued so large a volume of water as is contained in these streams.

The bayou called "Pascagoula" has always been considered by the several surveyors general of Louisiana as a part of the southeastern boundary of the Indian territory ceded to the United States by the Caddo nation of Indians.

J. P. TERRILL.

STATE OF VIRGINIA, *Henrico county, sct.*

This day personally came before me, a justice of the peace in and for said county, J. P. Terrill, who has signed the foregoing writing, and made oath that it contains the truth as far as he knows or believes. Given under my hand and seal, 23d day of September, 1841.

JNO. G. MOSBY, *J. P.* [L. S.]

Letter of Col. Many.

No. 13.

FORT JESUP, *January* 6, 1835.

SIR: On Colonel Vose's arrival here, he placed in my hands your letter of the 28th October, 1834, calling for a "report upon the condition of the Caddo Indians, the position, extent, and boundaries of the country claimed or held by them," &c. As I was in possession of no data to make the report called for, I had to go into the Indian country to acquire the necessary information.

The result of my inquiries I now proceed to state: These Indians formerly lived higher up the river, in the vicinity of Kio Michie, but were driven from thence by the Osage Indians, upwards of thirty years since, when they settled where some of them still reside. During Captain Grey's agency, he assigned to these Indians, by order of the Secretary of War, a tract of country lying on Red river, between the Sulphur fork and the Cypress bayou, and extending up those streams to their sources, and thence west to the Sabine. The Cypress bayou lies below Sulphur fork about sixty miles in a direct line. These Indians were to hold these lands during good behaviour; they have no other claim to them that I can learn, except the occupancy of the thirty years. In my opinion, when the line is run between the United States and Mexico, a very small part of the lands assigned by Captain Gray to these Indians will be within our limits, which I understand they are willing to sell, and have no doubt can be purchased cheap. These lands bound on that part of Red river in which the raft is formed; the raft extends up the river to within twenty miles of Sulphur fork; the river bottom is first rate land, and the upland is considered good second rate land; these lands produce cotton, corn, and other grain. There is an island lying between the bayou Pierre river and Old river, called Rush island, which is estimated to be about twenty-five miles long, with an average breadth of three miles, which is considered first rate land. There are a number of settlement claims on the island, some of which, I understand, have been confirmed by the Government. A Mr. Noicè, a Frenchman, has obtained a grant from the Mexican Government of eleven leagues square, which he has laid upon the land assigned by Captain Gray to the Caddoes, on the lower side of Lake Lodo, the greater part of which, in my opinion, will be found to be within the limits of the United States when the line between us and Mexico is run.

The Caddo Indians are a poor and indolent people, who will not

work; and, as the game is becoming very scarce, they plunder the inhabitants of their cattle and hogs to a great extent, of which the citizens complain much. The Caddo villages are from twenty to twenty-five miles from the white settlements, and will, in all probability, be on the Mexican side of the line when run. I have understood, from good authority, that they have a Mexican grant of lands, and that a number of them have gone into that country to settle. I have been informed, and have no doubt of the truth of the information, that these Indians are more attached to the Spaniards than to the Americans; and that the only thing that has kept them from going over to the Spaniards for some time past was the few presents they have received, and the work that has been done for them by the gunsmith furnished by the United States. The commerce of these people is inconsiderable. Their whole number, men, women, and children, I have been informed by the best authority, cannot exceed six hundred.

I am, &c., JAS. B. MANY,
Col. 3d Infantry.

D. KURTZ, esq.,
Acting Com. Indian affairs, War Department, Washington.

Deposition of J. B. David.

I, John Baptiste David, of the parish of Natchitoches, and State of Louisiana, do solemnly swear, on the holy evangelists of Almighty God, that, in the year one thousand eight hundred and one, I was present when François Grappe, accompanied by the chiefs and head warriors of the Caddo nation of Indians, visited the commandant of the Spanish post at Natchitoches; that the object of the visit was announced by the Indians to be for the purpose of confirming to François Grappe and his three sons, Jaques, Balthazar, and Dominique, a gift of land of one league to each; that the said gift was then and there made in my presence, under the sanction of the commandant, who ratified and confirmed the same; that the said grant was to be located on the Red river, in the southeast corner of the territory, as at that time and still claimed by the Caddo nation; thence up and along the southwest side of the channel of said river four leagues, and back from the same one league, so as to make in one body four square leagues of land; that I did then and there witness the enunciation of the said gift and transfer thereof, from the said nation of Indians to the said Grappes and his three sons aforesaid, and the confirmation of the same by the Spanish authority present; and that afterwards, I saw the approval of the Governor of the province of Louisiana written upon the deed of said gift, with his official signature affixed thereto.

And I do further testify and swear, as aforesaid, that I do verily believe the said instrument or deed of gift was destroyed by the cabin and its contents, belonging to the said Grappe, being consumed by fire prior to the opening of the commission on Red river by the United States to examine into and report upon land titles of date prior to the cession of Louisiana to the United States.

And I do further swear, as aforesaid, that I have no interest, direct or indirect, to any part or portion of the said lands at this time, or predicated upon the happening of any event whatsoever.

JOHN BAPTISTE DAVID, his X mark.

Sworn to and subscribed before the undersigned, an acting justice of the peace within and for the parish of Natchitoches, and State of Louisiana, the 10th day of December, 1834.

J. HOLMES, *Justice of the Peace,*
Parish of Natchitoches, State of Louisana.

Deposition of Pierre Trichel.

I, Pierre Trichel of the parish of Natchitoches, and State of Louisiana, do solemnly swear, on the holy evangelists of Almighty God, that I was personally acquainted with François Grappe, from as early a period as the year eighteen hundred, to the time of his death, in eighteen hundred and twenty-five; that, some time in the year eighteen hundred and one, I know that the said François Grappe, accompanied by the chiefs and warriors of the Caddo nation of Indians, visited the Spanish post at the town of Natchitoches, mainly for the purpose of confirming to the said Grappe and his *his* three sons, then born and still living, named Jaques, Balthazar, and Dominique, a gift of land from the said nation of Indians, of one league to each, making four leagues in all; that the said lands were at the time occupied by the said nation of Indians, and fall within the boundaries still claimed by them, from which they never yet have been evicted, to wit, to be located on the Red river, in the southeast corner of the Indian territory, as then and now claimed by the said nation; thence up and along the channel of said river four leagues, and back (on the southwest side of said channel) one league, so as to make four square leagues of land lying in one body; that I was called upon by the said Grappe to accompany him and the said delegation of Caddo Indians before the Spanish authorities as aforesaid; that I did so accompany him and them, with many other citizens, and then and there did see, and hear, and witness the enunciation of the said gift and transfer thereof, from the said nation to the said Grappe, in his name, and the names of the three sons aforesaid of the said Grappe, and the confirmation of the same by the Spanish authority then and there present; that I afterwards saw the approval of the Governor of the province of Louisiana written upon the deed of said gift, with his official signatures thereto affixed.

And I do further testify and swear, as aforesaid, that I do verily believe the said instrument or deed of gift was destroyed by fire, at the time and by the burning of the cabin of the said François Grappe, which occurred prior to the opening of the commission on Red river by the United States, to examine into and report upon land titles dated prior to the cession of Louisiana to the United States.

And I do further swear, as aforesaid, that I have no interest, direct or indirect, in the decision that may follow the proceedings now insti-

tuted, nor to any part or portion of the said lands, now or predicated upon the happening of any event whatsoever.

PIERRE TRICHEL.

Sworn to and subscribed before the undersigned, an acting justice of the peace within and for the parish of Natchitoches, and State of Louisiana, this 10th day of December, A. D. 1834.

J. HOLMES, *Justice of the Peace, Parish of Natchitoches, State of Louisiana.*

Deposition of R. D'Ortlant.

I, Reymond D'Ortlant, of the parish of Natchitoches, and State of Louisiana, do solemnly swear, on the holy evangelists of Almighty God, that I was personally acquainted with François Grappe, prior to the year eighteen hundred, to the time of his death, in eighteen hundred and twenty-five; that some time in the year one thousand eight hundred and one, I accompanied the said François Grappe, and the chiefs and headmen of the Caddo nation of Indians, to the Spanish post at Natchitoches, for the purpose of witnessing a gift of one league of land from the said nation of Indians to the said François Grappe, and to each of his three sons then born, and still living, named Jaques, Balthazar, and Dominique, making in all four leagues of land; that the said four leagues of land were to be located in the southeast corner of the territory of land, then claimed and still occupied by the said nation of Indians, beginning at *at* the confluence of the Pascagoula bayou, on the Red river; thence up said river four leagues, and back, on the southwest side of the channel of the said river, one league, so as to make in one body four square leagues of land; that I did then and there, in the presence of the Spanish authority, witness the enunciation of the said gift and transfer thereof from the said nation of Indians to the said Grappe and to his three sons aforesaid; that I also witnessed, at the same time and place, the confirmation of the said gift in writing, by the Spanish authority, then and there present; and that I afterwards saw the approval of the Governor of the province of Louisiana written upon the deed of the said gift, with his official signature thereto affixed.

And I do further testify and swear, as aforesaid, that I do verily believe the said instrument, or deed of gift, was destroyed by fire by the burning of the cabin of the said Frangois Grappe, which happened prior to the opening of the commission on Red river by the United States to examine into and report upon land titles dated prior to the cession of Louisiana to the United States.

And I do further testify and swear, as aforesaid, that I have no interest, direct or indirect, in any decision that may follow the proceedings which may be now instituted, or shall be hereafter instituted, nor to any part or portion of said tract of land, either now or upon the happening of any event whatsoever.

REYMOND D'ORTLONT.

Sworn to and subscribed before me, this 15th day of August, A. D. 1835. SAMUEL P. RUSSELL, *J. P.*,
Acting in and for the parish of Natchitoches.

Petition of appeal.

To the honorable judge of the tenth judicial district court of Louisiana, holding session in and for the parish of Caddo.

The petition of Jehiel Brooks, a resident of the District of Columbia, respectfully represents, that a certain final judgment was rendered against him at the present May term of your honorable court, in a certain suit in which your petitioner was pl'ff, and Samuel Norriss was defendant, being No. 263 on the docket of your said court. Now, your petitioner avers, that there was error in said judgment in this, that the same should have been in favor of your petitioner for the tract of land claimed in his original petition, with damages and the costs of suit.

The premises considered, petitioner prays that an appeal be granted him in the premises, returnable to the next term of the supreme court of Louisiana, holding sessions in and for the western district thereof, at the town of Alexandria, on the first Monday of October, A. D. 1843, upon petitioner giving bond and security, conditioned according to law, &c.

MORSE & ROYSDON, *Att'ys.*

Order of appeal.

Upon considering the above petition and the law, it is ordered that an appeal be granted in the premises, returnable to the supreme court of Louisiana, holding sessions in and for the western district thereof, at the town of Alexandria, on the first Monday of October, A. D. 1843, upon petitioner giving bond and security, conditioned according to law in cases of appeal, in the sum of one hundred dollars.

Done in open court, this 17th day of May, A. D. 1843.

HENRY BOYCE,
Judge of the 6th dist.

Citation of appeal.

The State of Louisiana, to Samuel Norriss, greeting:

Whereas Jehiel Brooks has filed in the office of the clerk of the district court, in and for the parish of Caddo, State aforesaid, his petition of appeal from a certain final judgment rendered by said court, in a certain suit, No. 263, wherein Jehiel Brooks is plaintiff, and Samuel Norriss defendant, which appeal is returnable to the next term of the supreme court, for the western district of the State of Louisiana, to be held at the court-house in the town of Alexandria, in the parish of Rapides in said State, on the first Monday of October next.

Now, therefore, you are hereby cited to appear, either in person or by attorney, at the said supreme court on the day last before mentioned, to answer to the said appeal.

Witness the honorable J. G. Campbell, judge of the said district court, this May 26th, A. D. 1843.

JOHN M. LEWIS, *Clerk*.

Service of citation.

Rec'd May 26th, 1843, and on the 11th day of June, 1843, served a copy hereof, together with a copy of petition of appeal, on Samuel Norriss, at his domicil about 18 miles from Shreveport, by handing them to a free white person over the age of 14 years, known to me by the name of Sarah Norris, who was residing with the said Samuel Norris at the time of said service, he being absent.

M. WATSON, *Dep'y sheriff*.

Proceedings in the supreme court.

Extracts from the minutes.

Supreme court, western district, Alexandria.

Saturday, October 14, 1843. The court met according to adjournment. Present, the honorable F. X. Martin, H. A. Bullard, A. Morphy, E. Simon.

JEHIEL BROOKS vs. SAM'L NORRIS. } 1099.

Argued; Mr. Morse on part of pl'ff, who not having concluded, an adjournment of the court was ordered till Monday morning, 9 o'clock.

Supreme court, western district, Alexandria.

Monday, October 16, 1843. The court met according to adjournment. Present, the honorable F. X. Martin, H. A. Bullard, A. Morphy, E. Simon.

JEHIEL BROOKS vs. SAM'L NORRIS. } 1099.

The argument in this case was resumed by Mr. Morse for the pl'ff, and concluded by Mr. Frost for the defendant.

Supreme court, western district, Alexandria.

Wednesday, October 25, 1843. The court met according to adjournment. Present, the honorable H. A. Bullard, A. Morphy, E. Simon, R. Garland.

JEHIEL BROOKS vs. SAM'L NORRIS. } 1099.

In this case it is ordered, adjudged, and decreed, that the judgment of the district court be affirmed with costs.

Opinion and judgment of the supreme court.

(Bullard, J.)

JEHIEL BROOKS
vs.
SAM'L NORRIS.

Appeal from the 10th judicial district, parish of Caddo.

The plaintiff alleges, that by a treaty made and entered into between the United States and the Caddo tribe of Indians, on the 1st of July, 1835, the boundaries between them were recognised and established, and the lands lying within the said recognised limits of the Caddo tribe, were ceded by them to the United States. That by supplementary articles to said treaty, entered into and signed on the same day, there were given, granted, and reserved, unto the heirs and legal representatives of François Grappe, and to Jaquez Grappe, Dominique Grappe, and Balthazar Grappe, four leagues of land, to them and their heirs forever; the said land to be taken out of the land thus ceded, to be laid off in one body, in the southeast corner of the ceded land, bounded by Red river four leagues, and by the Pascagoula bayou one league, running back for quantity for each so as to contain four square leagues of land. That the said treaty and supplementary articles were duly accepted and ratified by the President of the United States, by and with the advice and consent of the Senate. That the heirs and representatives of François Grappe and the other Grappes, in whose favor the reservation had been made, sold and conveyed to the petitioner all the said four square leagues of land; that it had been located according to the treaty, and are situated on the right bank of Red river, in the parish of Caddo. He further represents, that Samuel Norris, notwithstanding his knowledge of the petitioner's rights, has illegally entered upon 640 acres of the said land, and refuses to give it up, to the petitioner's damage ten thousand dollars. He therefore prays that Norris may be cited, and that the plaintiff's title may be recognised and established by a judgment of the court, and the said Norris evicted from the land, and compelled to restore possession, and that he may pay the damages aforesaid.

The defendant by his answer denies that the land claimed from him is comprehended in that said to be ceded to the United States by the Caddo Indians, or in that said to have been reserved for the Grappes.

He further answers, that he is the rightful owner of the land claimed from him, having at and before the date of the treaty between Spain and the United States, of the 22d February, 1819, been in possession, occupancy, and cultivation; and that he has duly proved up his title or claim before the proper officers, in pursuance of the laws of Congress. And that he has been in good faith, and under a just title, in peaceable possession ever since the year 1817. He further says, that the Caddo Indians never ceded to the U. States, or reserved to the Grappes, nor ever had any title or interest to or in the land described in the petition; nor had the Grappes, nor did they claim to have any title or interest

until after the treaty. That the Indians never were the owners of the land ceded by the treaty. The defendant expressly charges, that thro' gross fraud and imposition practised upon the Government, the Indians, and the Grappes, the plaintiff, who was himself the commissioner on the part of the U. States to treat with the Indians, procured first the treaty and reservations to the Grappes, and that the whole is therefore null and void. Thus the case presents a question of title in Brooks to lands said to have been reserved for the Grappes in the treaty negotiated by Brooks himself with the Caddo Indians; the defendant alleging that the land never belonged to the Indians, that they never made any grant of it to the Grappes, and that the whole was a fraudulent contrivance by Brooks himself with a view to private speculation. The reservations in favor of the Grappes are contained in certain supplementary articles, which appear to have been agreed to on the same day, but were not known even to the witnesses to the treaty, and appear to have been kept secret under various pretexts; such as, that there were other persons who expected reservations, and who would be disappointed, and that it was unparliamentary to let them be read even by the witnesses to the treaty. The first supplementary article recites that, "whereas the said nation of Indians did, in the year 1801, give to one François Grappe, and to his three sons, then born, and still living, named Jaques, Dominique, and Balthazar, for reasons stated at the time, and repeated in a memorial," which the said nation addressed to the President of the United States in the month of January last, one league of land each, in accordance with the Spanish custom of "granting lands to individuals. That the chiefs and headmen, with the knowledge and approbation of the whole Caddo people, did go with the said François Grappe, accompanied by a number of white men, who were invited by the said chiefs and headmen to be present as witnesses before the Spanish authority at Natchitoches, and then and there did declare their wishes touching the said donation of land to the said Grappe and his three sons, and did request the same to be written out in form, and "ratified and confirmed by the proper authorities, according to law, &c., &c. It is agreed that the legal representatives "of the said François Grappe, deceased, and his three sons, Jaques, Dominique, and Balthazar Grappe, shall have their right to the said four leagues of land reserved to them, and their heirs and assigns, forever. The said land to be taken out of the lands ceded to the United States by the said Caddo nation, as expressed in the treaty to which this article is supplementary. And the four leagues shall be laid off in one body, in the southeast corner of their lands ceded as aforesaid, and bounded by the Red river four leagues, and by the Pascagoula bayou one league, running back for quantity for each so far as to contain four square leagues of land, in conformity with the boundaries established *and expressed in the original deed* of gift made by the said Caddo Nation of Indians to the said François Grappe, and his three sons, Jaques, Dominique, and Balthazar Grappe." The next article provides for a small reservation in favor of Edwards, and it is then

agreed that if the supplementary articles should not be ratified, that circumstance should not invalidate the treaty itself. The first question of law which presents itself, at this stage of our inquiries, is, whether the plaintiff, in making out his title as the assignee of the Grappes, and which in common with all plaintiffs in actions of this kind, [he] is bound to shew, may rely upon the treaty above, and the recitals therein contained, or whether he is compelled to go further back, and procure or satisfactorily [show cause,] for the written donation from the Indians to his vendors. Leaving out of view for the moment, and reserving for future consideration, the question, whether the treaty may be construed as a substantive grant from the Government, independently of the original donation, which is recognised as having taken place in 1801, and looking upon the question as one between the plaintiff, the Indians, and the defendant, it appears to us to resolve itself into the question, whether such a recital in a recognitive act dispenses the party claiming title under it from producing the primordial title, that is, the original donation in writing, which is said to have been made in 1801. The treaty is, as it relates to the Indians, a mere recognitive act, and expressing their intention not to cede to the United States, but to reserve to the Grappes, the four leagues as described in the written act of donation to them. According to Dawmanlin & Pothier, as well as a formal article of the Louisiana code, recognitive acts do not dispense with the exhibition of the primordial title, unless its tenor be therein specially set forth. Those authors distinguish between recognitive acts or acknowledgments, which are in the form which they call *ex certa scientia*, and those *informa communè*. The former, said to be *informa speciale et dispositiva*, are those in which title is set forth. They have this peculiarity, that they are equivalent to the original title in the event of its loss, and prove its existence against the person making it, and they dispense with the production of the primordial title. On the other hand, recognitive acts *in forma communé*, are those in which the tenor of the primordial title is not set forth. These acknowledgments, says Pothier, serve only to confirm the primordial title, and to interrupt prescription; but they confirm the original title only so far as it is true; they do not prove its existence, and they do not dispense with its production; 2 Poth. on Obligations, 742-'3, La. code, 2251. Such is believed to be also the rule of evidence at common law. Where the recital in a deed points to higher evidence in the power of the party, the withholding of which creates suspicion of an intended fraud or unfairness, the party will be held to account for the non-production of the higher evidence before the recital can avail him; 3 Phillips on Ev., 1236; Greenleaf on Ev., 93. But not only is the pretended deed of gift of 1801, not produced nor accounted for, but is not to be believed that any such gift ever took place. In the first place, we know as a part of the history of the country, that the place where the Cuddoes lived at that time was within the jurisdiction of Nacogdoches, in the then Spanish province of Texas, which was under the government of the Captain-Gene-

ral of the internal provinces, and that any matter of that kind would have been transacted either at Nacogdoches, or at St. Antonio de Bexar, the capital of the province where the public archives were kept. In the second place, it is equally well known and satisfactorily proved in the record, that the Caddo tribe of Indians were never recognised as the proprietors of any land, either by the Spanish or American Governments. It is known to us judicially, as a part of the jurisprudence of Louisiana, as well as other dependencies of Spain, on this continent, that that power never acknowledged any primitive title in the Indian tribes, but that they were only entitled to hold such small allotments of about a league round their villages, as the Government thought fit to grant them. 5. M. R., 655, 490, 6 N. S., 357. Nor did the American Government, the successor of Spain, ever recognise the Caddo tribe as the owners of any lands within the limits of Louisiana. The Secretary of War, who was in office at the date of the treaty, Gov. Cass, in answer to a communication from the member of Congress then representing this district, says, "I cannot find that the Government of the United States has ever recognised any claim of the Caddo Indians to a definite portion of the State of Louisiana, and my impression is, that no country was actually assigned to them by the Spanish Government; and this expression is confirmed by the fact, as I understand it, that settlements have been made and claims acquired by *which* persons, without any regard to definite boundaries." When the appropriation was last year made for holding a treaty with the Indians, the question respecting their rights came before me for consideration. It was found on examination, that there were no documents showing any portion of the country to which they were actually entitled. The commissioner was therefore instructed to procure from them a cession of their right of occupation of the district in which they resided. House Doc. No. 1035, 2d Session 27th Congress, (in the record in this case by consent.) But let the claim of the Caddoes be what it may to the land occupied by them, it is abundantly shown by evidence in the record that they never occupied and never claimed that part of the territory pretended to be ceded in which the settlement or confirmed claim of Norriss is situated, to wit, Rush island, or Isle des Prelles, which is formed by Red river, bayou Pierre, and Pascagoula bayou, and that they never pretended to have any possessions to the east of the bayou Pierre branch of Red river. The lands embraced in these reservations are among the most fertile in the valley of Red river. There is no evidence that the Indians ever hunted over them, although they appear sometimes to have turned their horses in during the winter to feed upon the rushes. Brooks himself, the commissioner, and the plaintiff in this action, while acting as Indian agent, knew of the settlement of Norris, and many others in the island, and so far from their ever objecting to their residing there as within the Caddo lands, he assisted one of them in building his house. But if the Indians do not appear to have known of their having any claim to Rush island, the Grappes were equally ignorant of any grant to them as far back as 1801, and even of the

reservation in the treaty in their favor, until propositions were made to them by the negotiator of [that] treaty to purchase their pretensions. The conduct of the plaintiff while negotiating the treaty, was singularly mysterious. The supplementary articles were kept secret, even from one, at least, of the witnesses to the treaty, and there is no evidence that those articles were ever read to the Indians in the hearing of the witnesses. If, therefore, we regard the Caddo Indians as the grantors of the Grappes, under whom the plaintiff holds, we think it very clear that they have shown no title. They have failed to show any donation in 1801, and the Caddoes are not shewn to have been owners of the land. They were not treated with as owners, but merely as occupants; the object of the treaty was merely to induce them to remove. Such appears to have been the instructions given to the commissioner, according to the statement of the Secretary of War, nor is it contradicted by the terms of the treaty, the second article of which stipulates, that the chiefs, &c., of the said nation, do voluntarily relinquish their possession to the territory of land aforesaid, and to remain out of the boundaries of the U. S., &c. But it is contended that the Grappes acquired the title of the U. States by virtue of the reservation in the treaty, and that the treaty is their title, and equivalent to a patent. We do not so understand the treaty. The treaty, after reciting a donation made in 1801, with the approbation of the Spanish Government, and which had been reduced to writing, of four leagues of land to the Grappes, goes on to stipulate that the said Grappes "shall have their right to the said four leagues of land reserved for them and their heirs forever." This amounts, certainly, to nothing more than a confirmation of such grant as the Indians may have made in 1801 to the Grappes, and not to a substantive grant from the Government. We are of opinion that the Government is not concluded by the recital by the Indians in the treaty, that they had made a grant in writing in 1801, and that recognition of a previous grant cannot be more conclusive upon the Government than it is upon the Indians. If no such primitive grant exists, then nothing was reserved, and it is clear the United States acquired no new title by the treaty. This view of the character of the reservation is supported by considering the different expressions used in reserving in the same treaty a section of land to Larkin Edwards. No previous grant to him by the Indians is recited, but in consideration of his long services to them, his age and incapacity to labor, it is declared that there shall be reserved for him, his heirs and assigns forever, one section of land, to be selected, and of the ceded lands. Here we find terms of present grant and not the mere recognition of a previous deed of gift in writing. That the Grappes should have been for more than thirty years the owners of more than thirty thousand acres of land by the bounty of the Caddoes, without ever knowing it, or apparently dreaming of it, appeared to the jury, who tried this cause, to surpass all belief.

Before we proceed to notice the bills of exceptions to which our attention has been called, it is proper to examine the title of the defendant to the 640 acres claimed by him. It appears that Samuel Norris

settled in 1817, on Rush island, within the limits of the State of Louisiana, although at that time, commonly known as the neutral territory, between the Arroyo Hondo and the Sabine, to which the land laws of the United States had not been extended. This was two years before the treaty of limits between Spain and the U. States. It is true that treaty created no change in that part of Louisiana which was clearly embraced within the treaty of cession of 1803, and had been recognised by Congress, as early as 1811, as forming a part of the territory of Orleans, and which was then erected into a State; but no provision had been made by law for such residents within the neutral ground, as may have obtained from the authorities of Texas inchoate titles to lands, or may have made improvements with the expectation of receiving ultimately a grant for lands. In 1823, Congress established a board of commissioners to inquire into such cases within that region.

Norris then came forward and proved his claim as a settler, and his claim was included in the list of those which were recommended for confirmation when other similar claims were afterwards confirmed by Congress; that of Norris and a few others were suspended until it could be ascertained whether it was or was not within the Indian boundaries. But it is now admitted that, during the pendency of this suit, his claim has been finally confirmed and ratified by Congress. Norris never was considered or treated as an intruder upon the Indian land, and there is nothing to induce our belief that the Government, in treating with the Indians in 1835, with instructions to their commissioner to procure from the Indians a cession of their "right of occupation of the district in which they resided," intended to destroy the rights of Norris, and give the land to the Grappes. We now proceed to examine the bills of exceptions taken during the progress of the trial. The first was to the admission of certain depositions of witnesses, notwithstanding the objections that the defendant could not go behind the treaty to prove fraud in any person; and upon the ground that, if there was fraud in the treaty, the Government alone can allege and attack it. And upon the ground that the Government having in the treaty recognised the boundary of the Caddo land, the defendant has no right to prove the land as located by the treaty and the surveyor general out of the Indian territory. But the depositions were admitted to go to the jury, on the ground that the parties had consented to read the depositions instead of examining the witnesses *viva voce*, and that they might prove the same facts as the witnesses in person might prove if present. The court did not err, according to our view of the parties, and the peculiar circumstances of the case. Norris, with a title emanating from the Government, had a right to go into the questions of fraud, of Indian title, and of boundaries, and to show the nullity of the plaintiff's title by competent evidence. The second bill is to the admission of the two Poriers as witnesses, who had been objected to on the ground that suits were pending against them, brought by the same plaintiff, for other tracts of land claimed under the same title, and that they had set up the same defence. The court did not err in ruling that the same objection went not to their competency,

but to their credibility. They were interested in the *question* involved, but not in the case. The last bill is to that part of the charge to the jury in which the judge told them, in substance, that the right of the United States to the neutral territory was recognised by Spain by the treaty of 1819; that Congress proceeding to legislate concerning land claims within that territory, by act in 1824, directed the commissioners appointed to examine claims to report those of settlers who had occupied and cultivated land before the date of the treaty, and continued to do so, in the third class, if in their opinion said claims ought to be confirmed. That the titles set up by Norris being reported in the third class, and recommended for confirmation, and it appearing, by the act of 1828, that those claims were only suspended on one point, to wit, until it should be ascertained whether those lands were within the Caddo boundary. Now, whether the Government has ascertained that fact or not, the jury might examine the evidence, and ascertain it, to their own satisfaction, so far as to enable them to decide this case; and if they were satisfied that Norris was there before the 22d February, 1819, and had complied with other requisites of the act of 1824, and that the Indians, in their opinion, had not been in any kind of possession of Rush island down to the time the act of Congress passed, then he was of opinion Norris must be considered as having a right to his land superior to that of the plaintiff, derived from the Grappes. That his right rested on the custom of the former Government. That the admission in the treaty of 1835 that Rush island was within the Indian limits is only binding on the Government and those who would claim rights under it after the date of the treaty, but is not conclusive upon those who had previously acquired rights—in other words, this admission is not to have retroactive effect. This charge does not differ materially from the views which we have just expressed as to the character of the treaty and the title of Norris, his right to go behind the treaty, and show that the whole proceeding was, as to him, fraudulent and void. There was nothing in it calculated to mislead the jury; although we are not prepared to assent to the judge's proposition—that the title of the settlers within the neutral territory rested on any custom or usage of the Government of Spain, or that they had acquired any title to or in the *soil*, independently of the act of Congress by which their titles were confirmed. Under these instructions, and with such evidence before them, the jury found a verdict for the defendant; the court below refused to set aside *on* a motion for a new trial. We are not satisfied that it is our duty to disturb it.

It is therefore ordered and decreed that the judgment of the district court be affirmed with costs.

A true record, October term, 1843.

A. L. BRINGHURST,
Deputy Clerk.

Petition for writ of error.

To the Hon. George Eustace, chief justice of the supreme court of the State of Louisiana.

The petition of Jehiel Brooks, resident of the District of Columbia, in the United States of America, with due respect represents unto your honor, that a suit was instituted by your petitioner in the district court in and for the parish of Caddo, in the State of Louisiana, against one Samuel Norris, in which suit your petitioner claimed title to six hundred and forty acres of land, of the value of over two thousand dollars, by virtue of the stipulations of a treaty entered into between the Government of the United States and the Caddo tribe of Indians, on or about the first day of July, 1835, and which treaty had been ratified by the legal authorities, whereby certain lands were reserved by the said tribe of Indians, and ceded to the legal representatives of Frangois Grappe and to Jaques Grappe, Dominique Grappe, and Balthazer Grappe, who are the vendors of your petitioner. That on a hearing of said cause in the said district court in and for the parish of Caddo, in the State of Louisiana, judgment was rendered against your petitioner, decreeing that the stipulations in said treaty under which your petitioner claims said land were null and void, and conveyed no title to the same; from which decision your petitioner took an appeal to the supreme court of the State of Louisiana, the highest court; on a final hearing, affirmed said decree, declaring the stipulations in said treaty, so far as your petitioner and his vendors are concerned, null and void; which decree was rendered by said supreme court within the last five years. That the defendant, said Samuel Norris, his heirs or representatives, claims title and possession to said land in controversy, and was maintained in said decree in his title to the same in violation to the stipulations in said treaty. Wherefore, because the validity of the aforesaid treaty is drawn in question by the highest court of law or equity in the aforesaid State of Louisiana, and the aforesaid decision is against the validity of said treaty, your petitioner prays your honor for a writ of error to the aforesaid supreme court of the State of Louisiana, directing the record and proceedings to be certified and sent up [to] the Supreme Court of the United States, according to law; and that the defendant, Samuel Norris, or his legal representatives, be duly cited and notified hereof according to law; and for general relief, &c. B. J. SAGE,

Attorney for plaintiff in error.

Order allowing writ.

A writ of error is allowed as prayed for, without prejudice. Security is required in the sum of five hundred dollars.

GEORGE EUSTIS,

Chief Justice, Monroe, West district.

October 19, 1848.

Supreme Court, *Alexandria.*

Filed November 4, 1848. M. R. ARIAIL, *Clerk.*

2357

Bond for writ of error.

SUPREME COURT, *State of Louisiana*.

JEHIEL BROOKS
vs. } In error.
SAMUEL NORRIS.

Know all men by these presents, that we, Jehiel Brooks, of the District of Columbia, and B. J. Sage, of New Orleans, Louisiana, are held and firmly bound unto the above named Samuel Norris, in the sum of five hundred dollars, to be paid to the said Samuel Norris, his executors or administrators. To which payment, well and truly to be made, we bind ourselves, and each of us, jointly and severally, and our and each of our heirs, executors, and administrators, firmly by these presents.

Sealed with our seals, and dated this nineteenth day of October, anno domini one thousand eight hundred and forty-eight.

Whereas the above named Jehiel Brooks hath prosecuted a writ of error to the Supreme Court of the United States, to reverse the judgment rendered in the above entitled suit by the Supreme Court of the State of Louisiana:

Now, therefore, the condition of this obligation is such, that if the above named Jehiel Brooks shall prosecute his said writ of error to effect, and answer all costs, if he shall fail to make good his plea, then this obligation shall be void; otherwise the same shall be and remain in full force and virtue.

B. J. SAGE, *for Jehiel Brooks*.
B. J. SAGE.

Sealed and delivered, in the presence of—
Test—JOHN RAY.

Approval of bond.

Personally appeared before me, the above named B. J. Sage and John Ray, who acknowledged their signatures to the foregoing bond, which is approved in the case of Brooks, pl'ff in error, *vs.* Norris.

GEORGE EUSTACE, *Chief Justice*.

Monroe, Oct. 19, 1848.

Instructions.

The clerk of the sup. court will only sign the writ of error in the event of its being sued out within five years from the date of the decree of the supreme court, in the case in which it is taken.

GEORGE EUSTIS, *C. J.*

Supreme court, Alexandria.

Filed November 4th, 1848.

M. R. ARIAIL, *Cl'k*.

Writ of error.

UNITED STATES OF AMERICA.

The President of the United States, to the honorable the judges of the supreme court of the State of Louisiana, greeting:

Because in the record and proceedings, as also in the rendition of the judgment of a plea which is in the said supreme court, held at Alexandria, before you, or some of you, between Jehiel Brooks, plaintiff in error, and Samuel Norris, or his legal representatives, defendants in error, a manifest error hath happened, to the great damage of the said Jehiel Brooks, as by his complaint appears.

We being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in that behalf, do command you, if judgment be therein given, that under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington, on the first Monday of December next, in the said Supreme Court to be then and there held; that the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein, to correct that error, what of right and according to the laws and customs of the United States should be done.

Witness the honorable Roger B. Taney, chief justice of the said Supreme Court of the United States, this fourth day of November, in the year of our Lord one thousand eight hundred and forty-eight.

M. R. ARIAIL, *Clerk*
of the supreme court of the State of Louisiana, at Alexandria.

Copy of the writ of error lodged in the clerk's office of the supreme court of the State of Louisiana, at Alexandria, in pursuance of the statute in such cases made and provided, this fourth day of November, 1848.

B. J. SAGE,
Attorney of plaintiff in error.

Supreme court, Alexandria.

Filed November 4th, 1848.

M. R. ARIAIL, *Clerk.*

Citation in error.

United States of America, to Samuel Norris, of the parish of Caddo, Louisiana, or his legal representatives, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at the city of Washington, on the first Monday of December next, pursuant to a writ of error filed in the clerk's office of the supreme court of the State of Louisiana, at Alexandria, wherein Jehiel Brooks is plaintiff, and you are defendant in error, to show cause, if any there be, why the said writ of error men-

tioned, should not be corrected, and speedy justice should not be done to the parties in that behalf.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States, this ninth day of November, in the year of our Lord one thousand eight hundred and forty-eight.

(Without prejudice.) GEORGE EUSTIS,
New Orleans, 9th Nov., 1848. *Chief Justice.*

Received the within, Nov. 27th, 1848, and on the 29th day of the same month served a certified copy of the within on Samuel Norris, deceased, by handing it to N. A. Norris, administrator, personally, at Shreveport, in the parish of Caddo, State of Louisiana.

S. H. CAIN, *Dep'y Sheriff.*

Returned to the clerk's office of the supreme court, at Alexandria, December 12th, 1848.

M. R. ARIAIL, *Clerk.*

In pursuance of instructions from the surveyor general of the public lands in Louisiana, dated November 22d, 1842, I have surveyed, measured, and marked the boundaries of a tract of land reserved to the legal representatives of Francois Grappe, deceased, and his three sons, Jaque, Dominique, and Balthazar Grappe, by the treaty between the United States and the nation of Caddo Indians, bearing date of 1st July, 1835, and confirmed and ratified, on the part of the United States, the 2d day of February, 1836, bounded as follows: Commencing on the left bank of Red river, at the mouth of bayou Pascagoula, set post from which a sweet gum, 18 [inches] diam., m'kd B x x, bears n. 58 e., dist. 8 lks.; a sweet gum, 18 inches diam., mark'd A x x, bears n. 11 w., dist. 26 lks.; thence with the traverse up the Red river, in front of the claim, as follows: n. 42 w. 5, n. 8 e. 8, n. 10 w. 5.50, n. 29 e. 8, n. 71½ e. 7.50, n. 51 e. 3.50, n. 72 e. 16.50, n. 86 e. 12.00, n. 81 e. 6, s. 63 e. 2.50, n. 58 e. 7.50, s. 20 e. 3.00, n. 53 e. 10.00, n. 5 e. 11.00, n. 48½ w. 12.00, n. 81½ w. 6, s. 87½ w. 2.00, s. 38 w. 4.50, s. 77½ w 6.00, s. 70 w. 10.50, s. 56½ w. 7.00, s. 50 w. 7.00, s. 61¾ w. 7.00, s. 55 w. 5.00, s. 88 w. 3.50, s. 81 w. 4.00, n. 73½ w. 5.50, n. 45 w. 7.50, n. 12 e. 11.00, s. 79 e. 3.00, n. 64½ e. 4.00, n. 44 e. 8.50, n. 23 e. 6.50, n. 34 e. 3, n. 19 e. 3, n. 3¼ w. 5.48, n. 40 w. 5, n. 10 w. 5, n. 28¾ w. 7.18, n. 56 w. 7.90, west 5.00, n. 43 w. 7.81, n. 81 w. 14, s. 88.40 w. 41 35, n. 73½ w. 20.74, n. 80 w. 15, s. 86½ w. 4, n. 84 w. 6.20, s. 26 w. 3.50, n. 85 w. 6, s. 85 w. 7, s. 77 w. 2.50, s. 81 w. 8.50, s. 80¼ w. 5.77, s. 83 w. 8.50, n. 78 w. 10, n. 73¼ w. 6.50, n. 40 w. 5, n. 50 w. 1.00, n. 56½ w. 5; set post in the middle of Rush bayou, now dry, from which a sycamore, one foot diam., dist. 55 lks., mkd. V, bears s. 59 e.; course of bayou, s. 50 w., n. 25 w. 2.00, n. 38 w. 8, n. 3½ w. 3.50, n. 10 w. 8, n. 33 e. 10.50, n. 68 e. 7, s. 78½ e. 8; an ash tree, 18 inches diam., mkd. as Mahle's corner, bears s. 81½ w., dist. 75 lks., s. 53 e. 6, s. 43½ e. 11, s. 63 e. 8.50, s.

82½ e. 8, n. 7 e. 4.50, n. 31½ w. 28, n. 3 e. 16.50, n. 40½ e. 23; at 11.50, an elm tree in front of Mahle's house, n. 14½ e. 22, n. 6½ w. 16, n. 52 w 4, n. 7 w. 5, n. 14½ e. 5, n. 14½ w. 8.50, s. 84 w. 20, s. 58 w. 8, s. 42½ w. 4, s. 20 w. 4, s. 60 w. 15, s. 48½ w. 10, s. 78 w. 14, n. 53½ w. 17, n. 27 w. 20, north 18, n. 31 w. 13, n. 14 w. 28; at 12.50, middle of an old field, from which a *hackery*, one foot diam., 60 lks., mkd. x, bears n. 62½ e., n. 5 e. 12, n. 21 e. 16, n. 41½ e. 15.10, n. 60 e. 13, n. 29 e. 15, n. 11½ e. 14, n. 20 w. 12, n. 50½ w. 10, s. 84 w. 8, s. 60 w. 8, s. 39½ w. 15, s. 26 w. 15, s. 17½ w. 17, s. 23¼ w. 30; at 11.75, an ash, one foot diam., previously mkd. Z, s. 39 w. 7, s. 33 w. 10, s. 27¼ w. 5, s. 40¼ w. 25, s. 51 w. 4; struck range line between ranges 12 and 13, t. 16 n., 15 lks. south of post on river bank; thence in t. 16, r. 13 w., s. 56 w. 10, to the lower edge of Porrier's clearing, s. 72 w. 10, west 6, n. 77 w. 3, to the left bank of bayou Antonio, bearing s. 57 w., n. 54 w. 2.00, to the right bank of the same, n. 11 w. 9, n. 15 e. 15, n. 28 e. 15, n. 14 e. 20, n. 27 e. 15; at 4 chs., cleared land, n. 44 e. 18; at 9 chs., set post, whence a sycamore, 8 inches diam., dist. 88 lks., bears n. 50 e., mkd. B. R.; a sycamore, one foot diam., bears s. 21 e., dist. 1.03, mkd. B. R., being the lower corner of Barry & Robinson's land; at 10.58, struck range line again, n. 63 e. 23, n. 6.50, n. 61 w. 8; at 5 chs., set post, whence a sweet gum, mkd. M. C., bears s. 73 e., dist. 34 lks., n. 70 w. 12, n. 55 w. 16; at 12.84, range line again, n. 48 w. 24, n. 65 w. 13, n. 74 w. 13, n. 72½ w. 7.22, west 19, s. 59 w. 16.50, s. 17 w. 7, south 8, s. 14 e. 12, to the upper corner of Barry & Roberson's; set post, whence an elm, 12 inches diam., mkd. B. R. A. x x, bears s. 9 w., dist. 23 lks., s. 21 e. 11, s. 27 e. 7, to lower corner of Dupréa's claim, s. 14 e. 18; at 14, Dupréa's upper corner, south 15 chs., to lower corner of Samuel Norris' claim, s. 30 w. 7, s. 54 w. 7.50, west 4.50, n. 68 w. 7, n. 60 w. 8.10, to upper corner of Norris, n. 40 w. 30, n. 56 w. 13, n. 43 w. 15, n. 28 w. 22; at 4.50, set post, from which an elm, 18 inches diam., mkd. L, dist. 99 lks., bears s. 82 w., n. 70 e. 21, n. 80 e. 40, n. 55 e. 15, n. 14 e. 3.50, n. 45 w. 5, n. 65 w. 8, n. 71 w. 13, west 36, s. 80 w. 26, west 10, n. 71 w. 17, n. 58 w 15, n. 38 w. 15, n. 25 w. 7, north 6, n. 39 e. 7, n. 74 e. 22, n. 49 e. 11, n. 36 e. 9, n. 22 e. 14, n. 28 e. 14, n. 58 e. 9, n. 78 e. 7, s. 66 e. 7, s. 54 e. 5, s. 31 e. 12, s. 7 e. 5, s. 15 e. 8, s. 4 e. 4, s. 20 w. 10, south 15, s. 21 e. 5, s. 43 e. 8, east 6, n. 57 e. 10, n. 38 e. 6, n. 28 e. 27, n. 36 e. 14, n. 14 e. 9, north 7, n. 60 w. 3, s. 65 w. 4, s. 55 w. 7, west 12, n. 73 w. 9, n. 36 w. 11, n. 19 w. 19, n. 9 w. 12.50; at 1.50, clearing, n. 30 w. 10; at 9.50, left clearing, n. 58 w. 5, west 20, s. 82 w. 12, n. 86 w. 17, n. 62 w. 23; at 17 chs., bayou, 77 lks. wide, bearing s. 30 w., n. 43 w. 9, n. 28 w. 6, n. 34 w. 3, n. 40 w. 7, n. 6 w. 8, n. 6 e. 6, n. 31 e. 12.50, n. 52 e. 11.00, n. 46 e. 15, n. 37 e. 15, n. 29 e. 18, n. 20 e. 18, n. 8 w. 9, n. 63 w. 4.50, s. 75 w. 5, s. 45 w. 19; at 14 chs., set post, whence the lower corner of Shreeve's canal bears n. 83.30 w., and the upper corner of the *sam* bears west s. 77 w. 10.50; at 1.50 set post, whence the lower corner bears n. 17 e., and the upper corner of

the same bears n. 9 w., west 6, s. 73 w. 8, s. 54 w. 8, s. 41 w. 7; at at 6.78 set post, whence a sycamore, 6 inches diam., mkd. B x x, dist. 16 lks., bears n. 38 w.; a sycamore, 6 inches [diam.,] mkd. same, dist. 13 lks., bears s. 73 w., s. 25 w. 10, s. 14 w. 4, south 5, s. 12 w. 6, s. 26 w. 20, s. 37 w. 3, s. 25 w. 9, s. 34 w. 12, s. 28 w. 4, s. 17 w. 14, s. 29 w. 14, s. 49 w. 5, s. 56 w. 4.50, to the left bank of Sand Beach bayou, s. 6½ w. 14.80; bayou, 3.16 chs. wide, bearing s. 23 e., s. 77 w. 4, n. 65 w. 13, n. 35 w. 6.50, n. 15 w. 4, n. 5 e. 9, n. 39 e. 2, n. 87 e. 3.76, n. 30 e. 28.50, north 12.50, n. 33 e. 16, n. 53 e. 10, n. 85 w. 3, n. 5 e. 17, n. 15 e. 16.17; set post at the upper front corner of the claim, whence a sycamore, one foot diam., mkd. J B x x, dist. 23 lks., bears s. 39 e.; a sycamore, 8 inches diam., dist. 23 lks., bears n. 36 w.; thence s. 51½ w., on the upper line of the claim 80 chs., to cotton wood and Willow lake, 140, through lake 145, to bayou Pierre set post, whence a willow, 8 inches diam., bears n. 50 w., dist. 25 lks.; a willow, 8 inches, mkd. ⋈, dist. 20 lks., bears s. 45 w., 150 chs.; set post on the opposite bank of bayou Pierre; a willow, 8 inches diam., mkd. ⋈, dist. 15 lks., bears s. 10 e. 155, to lagoon, 165; leave lagoon and come to high land, 229.60; intersect the west boundary of t. 17 n., r. 13 w., 128.09 chs. north of the s. w. corner of the township; set post, two times, 8 inches diam. each, n. 42 e., 17 lks., n. 6 w., 16 lks. 277.80 chs.; set post, as the n. w. corner of the claim, whence a pine, 2 ft. diam., dist. 44 lks., mkd. ⋈, bears s. 72 w.; a red oak, 18 inches [diam.,] dist. 12 lks., mkd. same, bears n. 38 e., thence s. 38 e., on the back line of the claim, 61.26 chs., to the west boundary of t. 17, r. 13 w., 49.82, north of the s. w. corner of the township 124.50; intersect the south boundary of the same township, 50 lks. west of first ¼ mile post, 197 chns.; set post, on the west bank of the mouth of bayou Pierre lake; a sweet gum, 12 inches diam., dist. 14 lks., bears s. 52 w., and a black locust, 10 inches [diam.,] dist. 23 lks., bears n. 43 e., 206.32, across to the east bank of bayou Pierre, 216.32; set post on the east bank, 240 chs. to the west bank of the bayou again, near to the Caddo agency; set post, an ash, 18 inches [diam.,] dist. 21 lks., bears south, and a locust, 12 inches diam., dist. 20 lks., bears s. 52 e.; continued on same course, leaving the old agency to the left 375 chs., to Reubin White's field, 455 chs., to E. Carroll's, on the left, 505, to A. White's, 590, to Hank's house, on the left, 655 chs., entered bottom land 744 chs. to the township line, between t. 15 and 16, r. 13 w.; set post at the s. w. corner of the claim, whence an elm, 2 ft. diam., dist. 48 lks., bears n. 5 w., mkd. ⋈; a hackberry, 10 inches diam., dist. 25 lks., mkd. ⋈, bears s. 75 w.; the back line has run nearly all the way on the hills or upland, of good quality timber, oak, hackberry, gum, pine, &c.; thence from post, east on the township lines 126 chs., to the west bank of bayou Pierre set post, from which a hackberry, 18 inches diam., dist. 40 lks., mkd. t. 15, r. 12, s. 6, bears s. 25½ w., 129 chs., to the east bank of bayou Pierre; a maple tree, previously mkd. t. 16, r. 12, s. 32, 18 inches diam., dist. 56 lks., bears n. 58 e., 326 chs., to the ¼ section post on the right bank of the Pascagoula bayou; thence

up the Pascagoula, on traverse n. 26½ e., 24.71 chs., to the mouth of the bayou, being the place of beginning. The above claim contains an area of 22.503$\frac{79}{100}$ acres, including bayou Pierre and lake.

Traverse of Bayou Pierre and Lake.

Beginning on the east bank, at a post previously described on the township line, between townships 15 and 16, range 12 w ; thence up the bayou, n. 42 e. 15, n. 31 e. 18, n. 13½ w. 14, n. 30 w. 15, n. 66½ w. 15, n. 74½ w. 28.50, n. 88½ w. 23.48, n. 46¾ w. 33.65, n. 50 w. 6.50, n. 20 w. 15.50, n. 49 w. 8.80, n. 13¾ w. 27, to an elm tree, 2 ft. diam., opposite to the mouth of Porrier's bayou, n. 31 e. 17.95, to a bayou course down s. 72 e., n. 15 e, (1.50 across bayou,) 10.85, n. 15 w. 4, n. 43½ w. 33.16, n. 20 w. 11, n. 48 w. 10.46, n. 2½ e. 20.33, n. 22½ w. 17.82, to bayou Antonio; a cypress, 2 ft. diam., mkd. *, dist. 90 lks., bears n. 53 e., s. 79 w., (1.00 across bayou,) 13.50, s. 84 w. 14, n. 68½ w. 28, n. 75¼ w. 10, n. 70 w. 17, n. 56 w. 13, n. 39¼ w. 12.91, n. 30 w. 19, n. 64 w. 8, s. 61 w. 23, s 85 w. 17, n. 55 w. 6, n. 25 w. 5, n. 21¾ e. 14.14, n. 32 e. 24.62, to the mouth of Sand Beach bayou, n. 48° 37′ w., (5.50 across Sand Beach bayou,) 41.80, s. 77¾ w. 19.85, n. 86 w. 24.81, n. 56° 38′ w. 43.86, n. 79 w. 24, n. 58° 50′ w. 20 67, n. 54¾ w. 29.17, to the back line of the claim; thence n. 38 w., along the back line 10, to the mouth of Bayou Pierre lake; thence up the lake, east 10.36, to the mouth of a branch of Sand Beach bayou; thence, n. 37½ e., (4.11 across bayou,) 25, n. 58 e., 45.27 chs., to township line between t. 16 and 17 n., n. 16 w. 75.32, n. 26 w. 25, n. 2° w. 22° 41′, n. 18 w. 66.34, (at 10 chs., a narrow connection, now dry, between Sand Beach bayou and bayou Pierre,) the upper line of the claim; thence, s. 51½ w. 5, across bayou Pierre; thence, on traverse down bayou Pierre and lake, s. 18 e. 66, s. 2½ w. 24, s. 0° 38′ w. 90.50, to the township line between townships 16 and 17 n.; thence, in t. 16, s. 0° 41′, e. 41.75, s. 8½ e. 16, to the back line of the claim; thence, on the back line, across bayou Pierre twice, 43, to traverse post near the agency; thence, from post, s. 62 e. 28, s. 79 e. 26, s. 56½ e. 43.30, s. 86 e. 26.50, n. 78 e. 20, to a bayou course s. e., s. 48 e. 34.28, to the connection between bayou Pierre and Sand Beach bayou; thence, s. 31¾ w. 31, at 21 chs., a bayou, now nearly dry, s. 2½ w. 14, s. 48 e. 12.50, n. 85 e. 21, n. 58° 54′ e. 24, s. 30° 35′ e. 19.70, s. 44 e. 14, to Tarkiln bayou, s. 53½ e. 15, s. 65 e. 10, s. 76½ e. 10, s. 64½ e. 20, s. 74 e. 20, n. 81 e. 17; post at the mouth of bayou Antonio bears n. 41½ e., dist. 10.60, s. 53 e. 9 10, south 13.79, s. 10 e. 11.88, s. 50 e. 10, s. 12¾ e. 11.70, s. 41¾ e. 32.56, s. 16¾ w. 29.47, at 25 chns., Porrier's bayou, 2 chs. wide; elm tree, previously noted on east bank of bayou Pierre, bears n. 68½ e., dist. 3.83 chns., s. 13¾ e. 27.05, s. 49 e. 9.00, s. 20 e. 15, s. 50 e. 7, s. 48½ e. 36.80, s. 82 e. 25.64, s. 71¼ e. 25.26, s. 58 e. 11, s. 45½ e. 10, s. 24 e. 12, s. 31 w. 34.00, to traverse post on township line. The bayou Pierre and lake contain an area of 839.00 acres, which deducted from 22.503$\frac{79}{100}$ acres, which is the whole amount included within the lines

of the claim, leaves a nett area of 21.664 72/100ths acres, or 25,600.00 superficial arpens, equal to four square leagues, according to Spanish measurement. The above survey was finished in the month of October, 1842. Being section No. 30, in township 16, r. 12 w., sect. No. 3, t. 16, r. 13 w., sect. 21, t. 17, r. 13 w., and sect. 37, t. 17, r. 14 w., northwestern district of Louisiana.

GEO. W. MORSE,
Deputy Surveyor, La.

JOHN SION,
JAMES CLARK,
J. S. VERCHOR,
LUKE BROOKS,
Chain bearers.

SURVEYOR GENERAL'S OFFICE,
Donaldsonville, La., November 23d, 1842.

Examined and approved.—(Duplicate.)
(Signed) F. D NEWCOMB,
Surveyor General, La.

SURVEYOR GENERAL'S OFFICE,
Donaldsonville, La., November 23d, 1842.

True copy of original on file in this office.
F. D. NEWCOMB,
Surveyor General, La.

Filed May 8th, 1843.
J. M. LEWIS, *Clerk.*

In pursuance of orders of survey from the honorable district court of the parish of Caddo, dated December 7th, 1841, directed to Thomas P. Hall or George W. Morse, on the cases of Jehiel Brooks vs. Samuel Norris; Jehiel Brooks vs. F. D. Porrier; Jehiel Brooks vs. S. Duprea; and Jehiel Brooks vs. Antoine Porrier, I have made the following survey:

Commencing on the left bank of Red river, at the mouth of bayou Pascagoula, set post, from which a sweet gum, 18 miles diameter, marked B x x, bears n. 53 e. dist. 8 links, a sweet gum 18 miles diam., marked A x x, bears n. 11 w.; thence with the traverse up the river in front of the claim as follows: N. 42 w. 5.00 chains, n. 8 e. 8, n. 10 w. 5.50, n. 29 e. 8.00, n. 71½ e. 7.50, n. 51 e. 3.50, n. 72 e. 16.50, n. 86 e. 12.00, n. 81 e. 6.00, s. 63 e. 2.50, n. 58 e. 7.50, s. 20 e. 3.00, n. 53 e. 10.00, n. 53 e. 11.00, n. 48½ w. 12.00, n. 81½ w. 6.00, s. 87½ w. 2.00, s. 38 w. 4.50, s. 77½ w. 6.00, s. 70 w. 10.50, s. 56½ w. 7.00, s. 50 w. 7.00 s. 61¾ w. 7.00, s. 55 w. 5.00, s. 88 w. 3.50, s. 81 w. 4.00, n. 73½ w. 5.50, n. 45 w. 7.50, n. 12 e. 11.00, s. 79 e. 3.00, n. 64½ e. 4.00, n. 44 e. 8.50, n. 23 e. 6.50, n. 34 e. 3.00, n. 19 e. 3.00, n. 3¼ w. 5.48, n. 40 w. 5.00, n. 10 w. 5.00, n. 28¾ w. 7.18, n. 56 w.

7.90, west 5.00, n. 43 w. 7.81, n. 81 w. 14.00, s. 88° 40' w. 41.35, n. 73½ w. 20.74, n. 80 w. 15.00, s. 86½ w. 4.00, n. 84 w. 6.30, s. 26 w. 3.50, n. 85 w. 6.00, s. 85 w. 7.00, s. 77 w. 2.50, s. 81 w. 8.50, s. 80¼ w. 5.77, s. 83 w. 8.50, n. 78 w. 10.00, n. 73¼ w. 6.50, n. 40 w. 5.00, n. 50 w. 1.00, n. 56½ w. 5; set post in the middle of Rush bayou (now dry) from which a sycamore one foot diameter dist. 55 links, marked V, bears s. 5.9, e. course of bayou s. 50 w., n. 25 w. 2.00, n. 38 w. 8.00, n. 3½ w. 3.50, n. 10 w. 8.00, n. 33 e. 10.50, n. 68 e. 7.00, s. 78½ e. 8.00; an ash 18 inches diam., marked as Mahle's corner, bears s. 81½ w., dist. 75 links, s. 53 e. 6 00, s. 43½ e. 11.00, s. 63 e. 8.50, s. 82½ e. 8.00, n. 7 e. 4.50, n. 31½ w. 28.00, n. 3 e. 16 50, n. 40½ e. 23 00; at 11 50 an elm tree in front of Mahle's house, n. 14½ e. 22 00, n. 16½ w. 16 00, n. 52 w. 4 00, n. 7 w. 5 00, n. 14½ e. 5 00, n. 14½ w. 8 50, s. 84 w. 20 00, s. 58 w. 8 00, s. 42½ w. 4 00, s. 20 w. 4 00, s. 60 w. 15, s. 48½ w. 10 00, s. 78 w. 14.00, n. 53½ w. 17.00, n. 27 w. 20.00, n. 18.00, n. 31 w. 13.00, n. 14 w. 28.00; at 12.50, middle of an old field from which a hackberry one foot dist., 60 links, marked x, bears n. 62½ e., n. 53 e. 12.00, n. 21 e. 16.00, n. 41½ e. 15.10, n. 60 e. 13.00, n. 29 e. 15.00, n. 11½ e. 14.00, n. 20 w. 12.00, n. 50½ w. 10.00, s. 84 w. 8.00, s. 60 w. 8.00, s. 39½ w. 15.00, s. 26 w. 15.00, s. 17½ w. 17.00, s. 23½ w. 30.00; at 11.75 an oak, one foot previously marked I, s. 39 w. 7.00, s. 33 w. 10.00, s. 27¼ w. 5.00, s. 40¼ w. 25.00, s. 51 w. 4.00; at 4 chains struck range line between t. 16 r. 12, and s. 16 r. 13 w., 15 links south of post on river bank; thence in t. 16 r. 13 w., s. 56 w. 10.00, to the lower edge Porea's claim, s. 72 w. 10.00, w. 6.00, n. 77 w. 3.00, to the left bank of bayou Antonio, bearing s. 57 w., n. 54 w. 2.00, the right bank of bayou Antonio, n. 11 w. 9.00, n. 15 e. 15.00, n. 28 e. 15.00, n. 14 e. 20.00, n. 27 e. 15.00; at 4 chains cleared land, n. 44 e. 18.00; at 9 chains set post, whence a sycamore 8 inches diameter, bears n. 50 e., dist. 88 links, marked B and R; a sycamore one foot diameter, bears s. 21 e. 1.03, marked B and R, being the lower boundary of Barry and Roberson's land, n. 61, e. 23.00, north 6.50, n. 61 w. 8.00; at 5 chains set post, whence a sweet gum, marked M C, bears s. 73 e., dist. 34 links, n. 70 w. 12.00, n. 55 w. 16.00, n. 48 w. 24.00, n. 65 w. 13.00, n. 74 w. 13.00, n. 72½ w. 7.22, west 19.00, s. 59 w. 16.50, s. 17 w. 7.00, south 8.00, s. 14 e. 12, to the upper corner of Barry and Roberson's; set post, whence an elm 12 inches diameter, marked B and R A x x, bears s. 9 w., dist. 23 links, s. 21 e. 11.00, s. 21 e. 7.00, to lower corner of Duprea's claim, s. 14 e. 18.00; at 14 chains Duprea's upper corner, south 15.00 chains, to lower corner of Samuel Morris's claim, s. 30 w. 7.00, s. 55 w. 7.50, west 4.50, n. 68, w. 7.00, n. 60, w. 8.10, to uppei corner of Morris, n. 40, w. 30.00, n. 56 w. 13.00, n. 43 w. 15.00, n. 28 w. 22.00; at 4.50 set post, from which a sycamore 18 inches diameter, marked T, bears s. 62 e., dist. 30 links, a box elder, one foot, marked L, bears n. 26¼ w., dist. 76 links, n. 14 w. 12.00, n. 25 w. 19.00, north 12.00, n. 14 e. 9.00, n. 37 e. 13.00, n. 54 e. 8.00; set post, from which an elm 18

inches diam,. marked L, dist. 99 links, bears s. 82 w., n. 70 e. 21.00, n. 80 e. 40.00, n. 55 e. 15.00, n. 14 e. 3.50, n. 45 w. 5.00, n. 65 w. 8.00, n. 71 w. 13, west 36.00, s. 80 w. 26, west 10.00, n. 71 w. 17 00, n. 58 w. 15.00, n. 38 w. 15.00, n. 25 w. 7.00, north 6, n. 39 e. 7.00, n. 74 e. 22.00, n. 49 e. 11.00, n. 36 e. 9.00, n. 22 e. 14.00, n. 58 e. 9.00, n. 76 e. 7.00, s. 66 e. 7.00, s. 54 e. 5.00, s. 31 e. 12.00, s. 7 e. 5.00, s. 15 e. 8 00, s. 4 e. 4.00, s. 20 w. 10.00, south 15.00, s. 21 e. 5.00, s. 43 e. 8.00, east 6.00, n. 57 e. 10.00, n. 38 e. 6.00, n. 28 e. 27, n. 36 e. 14.00, n. 14 e. 9.00, north 7.00, n. 60 w. 3.00, s. 65 w. 4.00, s. 55 w. 7.00, west 12.00, n. 73 w. 9.00, n. 36 w. 11.00, n. 19 w. 19 00, n. 9 w. 12.50, at 1.50, clearing n. 30 w. 10.00, at 9.50, left clearing n. 56 w. 5.00, west 20.00, s. 82 w. 12.00, n. 86 w. 17.00, n. 62 w. 23.00, at 17 chains bayou 77 links wide, bearing s. 30 w., n. 43 w. 9.00, n. 28 w. 6.00, n. 34 w. 3.00, n. 40 w. 7.00, n. 6 w. 8.00, n. 6 e. 6.00, n. 31 e. 12.50, n. 52 e. 11.00, n. 46 e. 15.00, n 37 e. 15.00, n. 29 e. 18.00, n. 20 e. 18.00, n. 8 w. 9.00, n. 63 w. 4.50, s. 75 w. 5.00, s. 45 w. 19.00; at 14 chains set post, whence the lower corner of Shreeve's canal bears n. 83° 30' w., and the upper corner of the same bears west, s. 77 w. 10.50; at 7.50, set stake, whence the lower corner n. 17 e., upper corner of same bears n. 9 w., west 6.00, s. 73 w. 8.00, s. 54 w. 8.00, s. 41 w. 7.00; at 6.78, set post, whence a sycamore 6 inches diameter, marked B x x, dist. 16 links, bears n. 38 w., a sycamore 6 inches, marked same dist., 13 links, bears s. 73 w., s. 25 w. 10.00, s. 14 w. 4.00, south 5.00, s. 12 w. 6.00, s. 26 w. 20.00, s. 37 w. 3.00, s. 25 w. 9.00, s. 34 w. 12.00, s. 28, w. 4.00, s. 17 w. 14, s. 29 w. 14, s. 49 w. 5.00, s. 56 w. 4.50, to left bank of Sand Beach bayou, s. 61½ w. 14.80, bayou 3.16 chains wide, bearing s. 23 e., s. 77 w. 4.00, n. 65 w. 13.00, n. 35 w. 6.50, n. 15 w. 4.00, n. 5 e. 9.00, n. 39 e. 2.00, n. 87 e. 3.76, n. 30 e. 28.50, north 12.50, n. 33 e. 16.00, n. 5 e. 10.00, n. 85 e. 3.00, n. 5 e. 17.00, n. 15 e. 17.00.78; set a post at the upper front corner of the claim, whence a sycamore one foot diameter, marked J B x x, dist. 23 links, bears s. 39 e., a sycamore 8 inches diameter, dist. 23 links, bears n. 36 w.; thence s. 51½ w., on the upper line of the claim 80 chains to cotton wood and Willow lake, 140 chains, leave lake 145 chains to bayou; set post, whence a willow 8 inches diameter, n. 50 e., dist. 25 links, a willow 8 inches diameter, marked x, dist. 21 links, bears s. 45 w. 150 chains, set post *post* on the opposite bank of bayou Pierre, a willow 8 inches diameter, x dist. 15 links, bears s. 10 e. 155 chains, to Lagoon 165 chains, leave Lagoon and come to high land, 229.60 intersected the west boundary of t. 17, r. 13 w., 128.09 north of the s. w. corner of the township set post two pieces, 10 inches each, n. 42 e. 17, n. 6 w. 16 links 277.80 chains, set post at the n. w. corner of the claim, whence a pine 2 feet diameter, dist. 44 links, marked x, bears s. 72 w. a red oak 18 inches, dist. 12 links, bears n. 38 e.; thence s. 38 e. on the back line of the claim 61.26 chains to the west boundary of t. 17, r. 13 w., 49.82 chains north of the s. w. corner of township, 124.50 intersected the south boundary of the same

township 50 links west of the first half mile post, 197 chains, set post on the west bank of the mouth of bayou Pierre lake, a sweet gum, 12 inches diameter, dist. 14 links, bears s. 52 w., and a black locust, 10 inches diameter, dist. 23 links, bears n. 43 e. 206.32 chains, across to the east line of the bayou Pierre 216.32; set post on the east bank 240 chains to the west bank of the bayou again near to the Caddo agency set post, an ash, 18 inches diameter, distant 21 links, bears south, and a locust 12 inches diameter, dist. 20 links, bears s. 52 e.; continued on the same course, leaving the old Caddo agency to the left 375 chains, to Reuben White's field 455 chains, to E. Carroll's on the left 505 chains, to A. White's 590, to Hank's house to the left 655 chains, entered the bottom land 744 chains to township line between t. 15, r. 13, and t. 16, r. 13 w.; set post, as the s. w. corner of the claim, whence an elm 2 feet diameter, dist. 48 links, bears n. 5 w., marked $\frac{x}{=}$, a hackberry 10 inches diameter, dist. 25 links, marked $\frac{x}{=}$, bears s. 75 w. The back line has run nearly all the way on the hill land or upland, of good quality timber, oak, hackberry, gum, pine, &c.; thence from post east on the township lines 126 chains, to the west bank of the bayou Pierre; set post, from which a hackberry 18 inches diameter, dist. 40 links, marked t. 15, r. 12, s. 6, bears s. 25½ w. 129 chains to the east bank of bayou Pierre, a maple tree previously marked t. 16, r. 12, s. 32, 18 inches diameter, dist. 56 links, bears n. 58 e. 326 chains, to the ¼ section post on the right bank of the Pascagoula bayou; thence up the Pascagoula on traverse n. 26½ e. 24.71 chains, to the mouth of the bayou, being the place of the beginning. The above claim contains an area of 22,503$\frac{79}{100}$ acres, including bayou Pierre and lake.

Traverse of bayou Pierre and lake.

Beginning on the east bank at post previously described on the township line between townships 15 and 16, range 12; thence up the bayou n. 42 e. 15.00, n. 31 e. 18.00, n. 13½ w. 14.00, n. 30 w. 15.00, n. 66½ w. 15.00, n. 74½ w. 28.50, n. 88½ w. 23.48, n. 46¾ w. 33.65, n. 50 w. 6.50, n. 20 w. 15.50, n. 49 w. 8.80, n. 13¾ w. 27.00, to an elm tree 2 feet diameter, opposite to the mouth of Porrier's bayou, n. 31 e. 17.95, to a bayou course down s. 72 e., n. 15 e. 1.50, across bayou 10.85, n. 15 w. 4.00, n. 43½ w. 33.16, n. 20 w. 11.00, n. 48 w. 10.46, n. 2½ e. 20.33, n. 22½ w. 17.82, to bayou Antonio, a cypress two feet diameter, marked *, dist. 90 links, bears n. 53 e., s. 79 w. 1.00, across bayou, 13.50 s. 84 w. 14.00, n. 68½ w. 28.00, n. 75¼ w. 10.00, n. 70 w. 17.00, n. 56 w. 13.00, n. 39¼ w. 12.91, n. 30 w. 19.00, n. 64 w. 8.00, s. 61 w. 23.00, s. 85 w. 17.00, n. 55 w. 6.00, n. 25 w. 5.00, n. 21¾ e. 14.14, n. 32 e. 24.62, to the mouth of Sand Beach bayou, n. 48° 37′ w. 5.56, across Sand Beach bayou 41.80, s. 77¾ w. 19.85, n. 86 w. 24.81, n. 56° 38′ w. 43.86, n. 79 w. 24.00, n. 58° 50′ w. 20.67, n. 54¾ w. 29.17, to back line of claim; thence n. 38 w. along back line 10.00 to the mouth of bayou Pierre lake, then east 10.36 chains to the mouth of a branch of Sand Beach bayou; thence n. 37½ e. 4.11, across bayou 25.00, on traverse of lake, n. 5 e. 45.27, to town-

ship line between t. 16 and 17, n. 16 w. 75.32, n. 26 w. 25.00, n. 1 w. 22.41, n. 18 w. 66.34, (at 11 chains a narrow connexion, now dry, between Sand Beach bayou and bayou Pierre,) to the upper line of the claim; thence s. 51½ w. 5.00, across bayou Pierre; thence on traverse down bayou Pierre and lake s. 18 e. 66.00, s. 2½ w. 24.00, s. 38 w. 90.50, (s. 0.38′ 90.50,) to the township line betw. townships 16 and 17; thence in t. 16 s. 0.41, e. 41.78, s. 8½ e. 16.00, to the back line of the claim; thence on the back line across the bayou twice, 43 chains, to traverse post near the agency; thence from post s. 62 e. 28.00, s. 79 e. 26.00, s. 56½ e. 43.30, s. 86 e. 26.50, n. 78 e. 20.00, to a bayou, course s. e., s. 43 e. 34.28, to the connexion between bayou Pierre and Sand Beach bayou; thence s. 31¾ w. 31.00, at 21 chains a bayou, now nearly dry, s. 2½ w. 14.00, s. 48 e. 12.50, n. 86 e. 21.00, n. 58.54 e. 24.00, s. 30.35, e. 19.70, s. 44 e. 14.00, to Tarkiln bayou, s. 53¼ e. 15.00, s. 65 e. 10.00, s. 76½ e. 10.00, s. 64½ e. 20.00, s. 74 e. 20.00, n. 81 e. 17.00, post at the mouth of bayou Antonio bears n. 81½ e., dist. 10.60, s. 53 e. 9. 10, south 13.79, s. 10 e. 11.88, s. 50 e. 10.00, s. 12¾ e. 11.70, s. 41¾ e. 32.56, s. 16¾ w. 29.47; at 25 chains struck Porrier's bayou, 2 chains wide, elm tree previously noted on east bank of bayou Pierre, bears n. 68½ e., dist. 3.83 chains, s. 13¾ e. 27.05, s. 49 e. 9.00, s. 20 e. 15.00, s. 50 e. 7.00, s. 48½ e. 36.88, s. 82 e. 25.64, s. 71½ e. 25.26, s. 58 e. 11.00, s. 45½ e. 10.00, s. 24 e. 12.00, s. 31 w. 34.00, to traverse post on township line. The bayou Pierre and lake contain an area of 839.00 acres, which deducted from 22,503.79 acres, which is the whole amount included within the lines of the claim, leaves a nett area of 21,664$\frac{79}{100}$ acres, or 25,600.00 superficial arpens, equal to four square leagues, according to Spanish measurement. The above survey was finished in the month of December, 1842, it being section No. 30, in township 16, range 12 west, section 3, township 16, range 13 west, section 21, township 17, range 13 west, and section 37, township 17, range 14 west, northwestern district Louisiana.

PARISH OF CADDO, *December 8th*, 1842.

GEORGE W. MORSE,
Deputy Surveyor, Louisiana.

JOHN SION,
JAMES CLARK,
J. S. VERCHER,
LUKE BROOKS, *Chain bearers.*

JEHIEL BROOKS vs. SAMUEL NORRIS. } No. 263.

JEHIEL BROOKS vs. LEFFROY DUPRE. } No. 265.

JEHIEL BROOKS vs. FRANCOIS D. PORRIE. } No. 266.

JEHIEL BROOKS vs. ANTOINE PORRIE. } No. 264.

It is agreed that the within plat shall be used as evidence as a court survey in each of the above entitled cases now pending in the district court of the parish of Caddo.

Dec. 8, 1842.

MORSE & ROYSDON,
Attorneys for Plaintiff.
E. R. OLCOTT, *Att. for Deft.*

Filed December 9th, 1842.

J. M. LEWIS, *Clerk.*

[For diagram, see original.]

The above diagram represents the situation of the land claimed by Samuel Norris, Lefroy Dupre, Antoine Porrier, and Francois D. Porrier, being within the claim of Jehiel Brooks.

That portion represented by the blue lines is claimed by Samuel Norris, by pink lines is claimed by Samuel Norris and Lefroy Dupre, and by green, Antoine and Francois D. Porrier, which I have surveyed pursuant to an order from the honorable the Judge of the 10th judicial district court in and for the parish of Caddo, State of Louisiana.

The boundaries of the townships and sections are represented by dotted lines in the above diagram, each section being numbered. Those notified of the above survey were S. Norris, L. Dupree, A. and F. D. Porrier. Present, Samuel Norris and L. Dupre.

The 15th day of March, 1841.

WILLIAM P. WALMSLEY,
United States Deputy Surveyor.

Clerk's office, supreme court of the State of Louisiana, Alexandria, I certify the foregoing 116 pages and the three maps annexed, to be a true copy of the record and of all the proceedings in the cause, entitled "Jehiel Brooks vs. Samuel Norris," on file and of record in this office.

[SEAL.] Given under my hand and the seal of said court, at Alexandria, the 14th day of December, A. D. 1848.

M. R. ARIAIL, *Clerk.*

2364.

SUPREME COURT OF THE UNITED STATES.

No. 178.

THE UNITED STATES, ON THE RELATION OF MARY REESIDE, ADM'X OF JAMES REESIDE, PLAINTIFF IN ERROR,

AGAINST

ROBERT J. WALKER, SECRETARY OF THE TREASURY OF THE UNITED STATES.

IN ERROR TO THE CIRCUIT COURT U. S. FOR THE DISTRICT OF COLUMBIA, HOLDEN IN AND FOR THE COUNTY OF WASHINGTON.

INDEX.

	Original.	Print.
Writ of error	1	2
Citation	2	2
Copy of appeal bond	3	2
Style of court	5	3
Parties	5	4
Petition for mandamus	6	4
Transcript record from Philadelphia	13	7
Letters testamentary and will of Reeside	34	15
Judgment dismissing petition and refusing prayer	39	17
Writ of error produced	39	17
Clerk's certificate and seal	39	17

Gideon & Co., Printers.

THE UNITED STATES OF AMERICA, *sct.*

The President of the United States, to the judges of the circuit court of the district of Columbia, sitting for the county of Washington.

Because in the record and proceedings, as also in the rendition of the judgment of a plea, which is in the said court before you, wherein Mary Reeside, administratrix of James Reeside, is plaintiff, and the hon. Robert J. Walker, Secretary of the Treasury of the United States, is defendant, a manifest error hath happened to the great damage of the said plaintiff, as by her complaint appears; and we being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, now sitting, together with this writ; so that the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein, to correct that error, which of right and according to the laws and custom of the United States should be done.

Witness the honorable Roger B. Taney, chief justice of said Supreme Court.

Issued this 10th day of February, 1849.

JNO. A. SMITH,
Clerk circuit court, Washington county, D. C.

DISTRICT OF COLUMBIA, *to wit.*

The United States of America, to the honorable Robert J. Walker, Secretary of the Treasury of the United States, greeting:

You are hereby cited and admonished to be and appear immediately at a Supreme Court of the United States, now sitting, pursuant to a writ of error filed in the clerk's office of the circuit court of the District of Columbia, for the county of Washington, wherein Mary Reeside, administratrix of James Reeside, is plaintiff in error, and you are defendant in error, to show cause, if any there be, why judgment rendered against the said plaintiff in error should not be corrected, and why speedy justice should not be done to the parties in this behalf.

Witness the honorable W. Cranch, chief judge of said circuit court, this 10th day of February, 1849.

W. CRANCH.

Service acknowledged. PHIL. BARTON KEY,
U. States attorney, D. C.

Know all men by these presents that we, Mary Reeside, John E. Reeside, and Matthew St. Clair Clarke, are held and firmly bound unto

Robert J. Walker, Secretary of the Treasury of the United States, in the full and just sum of two hundred dollars, current money, to be paid to the said Robert J. Walker, his certain attorney, executors, administrators or assigns; to which payment, well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this twentieth day of January, eighteen hundred and forty-nine.

Whereas lately, at a circuit court of the District of Columbia, sitting for Washington county, in a suit depending in the said court, wherein Mary Reside, administratrix of James Reeside, was plaintiff, and the honorable Robert J. Walker, Secretary of the Treasury of the United States, was defendant, judgment was rendered against the said plaintiff, and she having obtained a writ of error and filed a copy thereof in the clerk's office of the said circuit court, to reverse the judgment in the aforesaid suit, and a citation directed to the said Robert J. Walker, citing and admonishing him to be and appear immediately at a Supreme Court of the United States, now sitting.

Now, the condition of the above obligation is such, that if the said Mary Reeside, administratrix of James Reeside, shall prosecute her writ with effect, and answer all damages and costs, if she fails to make her plea good, then the above obligation to be null and void, otherwise to be and remain in full force and virtue in law.

MARY REESIDE, [SEAL.]
J. E. REESIDE, [SEAL.]
MW. ST. CLAIR CLARKE. [SEAL.]

Signed, sealed, and delivered in the presence of—
JNO. YARDS, Jr.

Approved. W. CRANCH.

True copy. Test: JNO. A. SMITH, *Clerk*.

Style of court.

DISTRICT OF COLUMBIA, *to wit*.

At a circuit court of the District of Columbia, begun and held in and for the county of Washington, at the city of Washington, on the third Monday of October, being the sixteenth day of the same month, in the year of our Lord one thousand eight hundred and forty-eight, and of the independence of the United States the seventy-third.

Present, the honorable William Cranch, chief judge; James S. Morsell and James Dunlap, assistant judges; Robert Wallace, esquire, marshal; William Brent, clerk.

In the records of proceedings of said court, amongst others were the following, to wit:

Parties.

The UNITED STATES on the relation of Mary Reeside, administratrix of James Reeside,
vs.
ROBERT J. WALKER, Secretary of the Treasury of the United States.

Be it remembered, that the said relator, by Richard S. Coxe, esquire, her attorney, filed in court here, on the fourth day of November, in the year of our Lord one thousand eight hundred and forty-eight, the following petition, to wit:

Petition.

To the honorable the circuit court of the District of Columbia, in and for the county of Washington.

The humble petition of Mary Reeside, of the city and county of Philadelphia, commonwealth of Pennsylvania, sheweth:

That James Reeside, late of the city, county, and commonwealth aforesaid, gentleman, on the thirty-first day of August, eighteen hundred and forty-two, then being in full life, but since deceased, made his last will and testament, wherein he appointed the said Mary Reeside sole executrix. That the said James Reeside, thereafter, on the third day of September, eighteen hundred and forty-two, at Philadelphia aforesaid, the place of his domicil, deceased. That the said Mary Reeside, on the seventh day of September, eighteen hundred and forty-two, presented said will to William Peirsoll, esq., at that time register for the probate of wills, and granting letters of administration in and for the city and county of Philadelphia, Commonwealth of Pennsylvania, and that the said will was then and there duly proved, approved, and allowed as and for the last will and testament of the said James Reeside, which proof, approbation, and allowance has not been vacated or reversed, but is in full force and effect. That the said Mary Reeside signified her acceptance of the executorship, and letters of administration of the estate of said James Reeside, with the will annexed, were thereafter, on the ninth day of September, eighteen hundred and forty-two, granted to the said Mary Reeside.

That the said Mary Reeside, by force of the said will, the probate thereof, and her acceptance as aforesaid, became seised, and now is seised, of all and singular the personal estate, and choses in action, and credits to which the said James Reeside, at the time of his decease, was entitled, and has right as such executrix to reduce the same into possession.

Your petitioner further sheweth, that the said James Reeside, in his lifetime, made sundry contracts with the Post Office Department of the United States, for the transportation of the mail, which the said James Reeside in all things well and truly performed, so far as the same were on his part to be performed; that the said United States made sundry

payments to the said James Reeside, in part performance of their obligations arising under said contracts.

That the said James Reeside in his lifetime claimed to be credited in the proper books of account of the United States with sundry sums of money due to him under and by reason of the said contracts, which credits the Postmaster General refused to make.

Your petitioner further sheweth, that the United States of America instituted a suit in their name against the said James Reeside, returnable at the circuit court of the United States, in and for the eastern district of Pennsylvania, in the third circuit, at its November term, eighteen hundred and thirty-nine, when and where the same was entered; that the said suit was instituted to recover a supposed balance in favor of the United States, amounting to the sum of thirty-two thousand seven hundred and nine dollars and sixty-two cents, originating in and from the aforesaid contracts.

That the said James Reeside, by his counsel, appeared in said court and took upon himself the defence thereof; that the said suit was continued in said court until the twenty-second day of October, eighteen hundred and forty-one, when the said James Reeside pleaded thereto, by leave of court, non assumpsit, and a set-off, and issue was regularly joined between the parties; that the said suit was further continued until December, eighteen hundred and forty-one, when the same was submitted to a jury regularly empannelled, and on the sixth day of December the jury returned their verdict into court, wherein they found the issues in favor of the said James Reeside, and certified that the said United States were indebted to the said James Reeside in the sum of one hundred and eighty-eight thousand four hundred and ninety-six dollars and six cents.

Your petitioner further sheweth, that thereafter the rendition of said verdict, the United States aforesaid obtained a rule upon the said James Reeside to show cause why a new trial in said suit should not be granted, and on the ninth day of December, eighteen hundred and forty-one, filed reasons for such new trial.

Your petitioner further sheweth, that said application for new trial thereafter came on before the said court for hearing, and upon full consideration thereof by the court, on the twelfth day of May, eighteen hundred and forty-two, was disallowed and overruled.

That on the same twelfth day of May, upon consideration of the said court, judgment was rendered upon the verdict aforesaid in favor of the said James Reeside, which judgment remains in full force, and is in no part satisfied, annulled, or reversed.

Your petitioner further sheweth, that under and by virtue of the verdict aforesaid, and the judgment thereupon rendered by the said circuit court, within and for the eastern district of Pennsylvania, in the third circuit as aforesaid, the said James Reeside became entitled to have the sum of one hundred and eighty-eight thousand four hundred and ninety-six dollars and six cents carried to the credit of the said James Reeside upon the books of the Treasury Department of the United States,

under date of the twelfth day of May, eighteen hundred and forty-two, as the balance then due to the said James Reeside from the United States.

Your petitioner further shews, that by virtue of the judicial proceedings hereinbefore exhibited, and the judgment hereinbefore named, the United States aforesaid, on the twelfth day of May aforesaid, became indebted, by matter of record, to the said James Reeside in the sum of one hundred and eighty-eight thousand four hundred and ninety-six dollars and six cents, which sum and the accruing interest thereon is now unpaid.

Your petitioner further sheweth, that on the twenty-ninth day of March, eighteen hundred and forty-eight, she applied to Robert J. Walker, the Secretary of the Treasury of the United States aforesaid, and exhibited to him the letters of administration hereinbefore mentioned, and also an exemplified copy of the record and proceedings in the circuit court hereinbefore mentioned, and thereupon requested the said Secretary to enter, or cause to be entered, upon the books of the Treasury Department, under date of May twelfth, eighteen hundred and forty-two, a credit to the aforesaid James Reeside in the sum of one hundred and eighty-eight thousand four hundred and ninety six dollars and six cents; also requested the said Secretary to pay to your said petitioner the said sum, with interest from the twelfth day of May aforesaid, which the said Secretary refused, and yet refuses and neglects to do, so that the only means of obtaining the money which is justly due to your petitioner as executrix as aforesaid is by application to your honorable court.

Your petitioner further represents, that the said secretary says, in answer to the aforesaid demand of the said Mary Reeside, executrix as aforesaid, that her request could not be complied with; whereas your petitioner avers that the claim aforesaid has been judicially ascertained and cannot be inquired into, and that the said Secretary, by virtue of the general laws of the United States, is authorized and required to pay the said sum herein last above mentioned.

Wherefore your petitioner does respectfully pray, that your honors, the premises considered, will award the United States writ of mandamus to be directed to the said Robert J. Walker, Secretary of the Treasury Department of the United States, commanding him:

First. That he shall enter or cause to be entered upon the books of the Treasury Department of the United States, under date of May twelfth eighteen hundred and forty-two, a credit to the said James Reeside of the sum of one hundred and eighty-eight thousand four hundred and ninety-six dollars and six cents.

Second. That he shall pay to your petitioner, as executrix as aforesaid, the said sum, with interest thereon from the said twelfth day of May, eighteen hundred and forty-two.

And your petitioner shall ever pray, &c.

MARY REESIDE.

Mary Reeside, the complainant, being duly affirmed saith, that the facts set forth in the foregoing petition, so far as they are stated to depend on her own knowledge, are just and true, and so far as they are stated to depend on the knowledge and information of others, she believes them to be just and true.

MARY REESIDE.

Affirmed and subscribed this seventh day of April, A. D. 1848, before me.

J. R. KANE,
U. S. Judge, D. C. E. D. Pa.

Transcript record referred to in the foregoing petition page .

In the circuit court of the United States, in and for the eastern district of Pennsylvania, in the third circuit, October sess., 1839.

The UNITED STATES OF AMERICA vs. JAMES REESIDE. } No 13.

Summons case—Real debt $32,709 $\frac{62}{100}$ as per statement of account from Auditor P. Office Dep't, as late mail contractor. Exit 5th Sept. 1837.

1837. Oct. 11.—Ret'd, "served."

1840. Jan'y 25.—Interrogs. filed and rule for comm'n e. p. deft. to Bedford, Penna., sec. reg.

Feb'y 4.—Rule on plt'ffs to declare, sec. reg.; 18 interrogs. filed and rule for comm'n e. p. deft's to Hollidaysburgh, Penna., sec. reg.

Mar. 2.—Narr. filed; 6th, defendant pleads payment; replication non solvit, and issues and rule for trial by special jury and ca.

1841. Mar. 2.—Agreement for taking the dep'n of Richard M. Johnson, a witness *a witness* for deft. at the city of Washington, on 48 hours notice to the Auditor Post Office Dep't, filed.

Aug. 4.—Agreement taking dep'n of R. M. Johnson, at Frankfort, Ky.; and interrogs. filed; dep'n of R. M. Johnson filed.

Oct. 22.—Deft. pleads non assumsit and set-off and issues and ca.; and now [a] jury being called, come, to wit, Edward C. Biddle, S. M. Loyd, Thomas Connell, George McLeod, Michael F. Groves, John C. Martin, Wm. C. Hancock, Joseph Harrison, jr., Joseph Parker, William Parker, Wm. Gibson, and Thomas Cook, who are respectively sworn or affirmed, &c.; deposition of Pishey Thompson filed.

1841. Dec. 6.—And now the jurors aforesaid, on their oaths and affirmations aforesaid, respectively do say, that they find for the defendant, and certify that the plaintiffs are indebted to the defendant in the sum of one hundred and eighty-eight thousand four hundred and ninety-six dollars and six cents; judg't nisi. On motion of Messrs. Read & Cadwallader, for plaintiffs, for a rule to show cause why a new trial should not be granted, and for leave to move for such new trial, on exceptions to the ruling of the court on questions of evidence and matters of law, embraced in the charge of the court, without such motion being deemed a waiver thereof, the motion is received; notice thereof to be given to the opposite counsel; ret'ble 1st Monday in January next.

Dec. 9.—Reasons for a new trial filed.

1842. May 12.—Motion for new trial overruled; new trial refused and judgment on the verdict; copy of assignment, James Reeside to John Grey; and copy of notice, James Reeside to Postmaster General, filed.

July 27.—Precipe for writ of error filed.

UNITED STATES,
Eastern district of Pennsylvania, sct.

I certify the foregoing to be a true and faithful transcript of the docket entries in the above named suit.

In testimony whereof I have hereunto subscribed my name and affixed the seal of said court at Philadelphia, this fourth day of [SEAL.] January, A. D. 1847, and in the seventy-first year of the independence of the said United States.

GEORGE PLITT.

In the circuit court of the United State[s], for the eastern district of Penna.

THE UNITED STATES OF AMERICA
vs.
JAMES REESIDE.

Summons case—Real debt $32,709 $\frac{63}{100}$, (as per statement of acc't from Auditor P. Office Department, as late mail contractor.)

Issue the above process.

JOHN M. READ,
U. S. att'y.

September 5, 1839.

F. HOPKINSON, esq., clerk.

Endorsed—No. 13, circ't court, Oct. S., 1839; U. S. A. vs. Reeside; 1839, Sept. 5, precipe filed, and sum'ns, exit.

UNITED STATES,
Eastern district of Pennsylvania, sct.

[L. S.] The President of the United States, to the marshal of the eastern district of Pennsylvania, greeting:

We command you, that you summon James Reeside, late of your district, if he may be found therein, so that he be and appear before judges of the circuit court of the United States, in and for the eastern district of Pennsylvania, in the third circuit, at a session of the same court, to be holden at Philadelphia on the eleventh day of October next, to answer the United States of America of a plea of trespass on the case and ca., and have you then and there this writ.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States, at Philadelphia, this fifth day of September, A. D. 1839, and in the sixty-fourth year of the independence of the said United States.

FRAS. HOPKINSON,
Clerk circuit court.

Endorsed—No. 13, circt. crt., Octr. S., 1839; the United States of America; James Reeside; summons; case, real debt thirty-two thousand seven hundred and nine dollars and sixty-two cents; Mr. Reed for U. S. A.

Service accepted by C. Ingersoll for the defendant, 7th September, 1839.

Please to enter my appearance.

C. INGERSOLL.

In the circuit court of the U. S., October session, 1839.

THE UNITED STATES
vs.
JAMES REESIDE.

Mr. HOPKINSON,

Please enter a rule on the plaintiffs in this case, according to regulation, to declare.

C. J. INGERSOLL.

Feb'y 4, 1840.—Endorsed—No. 13, circt. crt., Oct. S., 1839; U. S. A. vs. Reeside; rule on pltffs. to declare; filed Feb'y 4, 1840.

In the circuit court of the United States, for the eastern district of Pennsylvania, October sessions, 1839.

UNITED STATES OF AMERICA
vs.
JAMES REESIDE. } No. 13.

Interrogatories to John Piper, a witness to be produced, sworn, or affirmed, and examined, on the part of the defendant in the above

cause, before commissioners to be named in a commission to be issued out of the said court, to the town of Hollidaysburg, in the county of Huntington, in the State of Pennsylvania.

Interrogatory 1st. Do you know the defendant in the above action, and if aye, how long have you known him?

Interrogatory 2d. Do you know any thing in relation to this defendant, as contractor, under the Post Office Department, for the transportation of the mail from Blair's Gap to Bedford, between the 14th October, 1834, and the 31st December, 1835; if yea, please to state whether during that time you were employed in any capacity under the defendant as contractor as aforesaid, what that capacity was, and how long it existed.

Interrogatory 3d. Please to state from your knowledge as aforesaid, particularly and during every portion of that time, by what means of conveyance the mail was transported between Blair's Gap and Bedford, between the 14th of October, 1834, and the 31st December, 1835.

Interrogatory 4th. If you know any thing further material to the issue between these parties, please to state the same fully, as if more particularly interrogated thereto.

To James Henry, esquire, commissioner named by the defendant: Please to enter a rule for a commission, with the following interrogatories, to issue according to regulation.

C. J. INGERSOLL,
For defendant.

Feb'y 18, 1840.

To FRANCIS HOPKINSON, esq.

Endorsed.

UNITED STATES
vs.
REESIDE.

Interrogatories to John Piper, at Hollidaysburg, filed 18th Feb'y, 1840.

Oct. sess., in the circuit court of the U. States, for the eastern district of Penn'a.

UNITED STATES OF AMERICA
vs.
JAMES REESIDE. } No. 13.

It is agreed the deposition of Richard M. Johnson, a witness on behalf of the defendant, be taken at Washington, D. C., before the Mayor of Washington, at any time on forty-eight hours' notice to the Auditor of the Post Office Department; that said deposition so taken shall be used in evidence on the trial of this cause, as if the same had been regularly taken.

JOHN M. READ,
U. S. att'y.
WM. M. MEREDITH,
For defl.

1st March, 1841.

2369.

Endorsed: No. 13, circ't court, Oct. 8, 1839.—U. S. A. vs. Reeside —agreement for taking the deposition of R. M. Johnson, at the city of Washington—filed 2d Nov. 1841.

U. S. A. vs. Reeside. } C. C.

James Reeside, the defendant, being duly sworn, deposes as follows: Whitfield, a material witness for me, being in the city of New York, where he has been subpœnaed to attend this trial here (prout subpœna and return;) defendant has sent to him to bring him to Philadelphia if practicable, but is informed by his messenger, now absent, that Whitfield is in such ill health as to make it quite impossible he should come hither.

JAMES REESIDE.

Sworn and subscribed in open court, this 6th Nov., 1841.

FRAS. HOPKINSON,
Clk. circt. crt.

On motion of Charles Ingersoll for the defendant, rule on plaintiff to take the deposition of Thomas Whitfield, a witness for the defendant, before any alderman or justice of the peace in the city of New York, upon interrogatories filed, and upon forty-eight hours' notice to the plaintiffs or counsel.

Saturday, 6th Nov., 1841.

Endorsed: No. 13—circt. crt., Oct. 8, 1839—U. S. A. vs. Reeside —affidt. of deft. and rule to take depn. of Mr. Whitfield and ca., filed 6th Nov., 1841.

U. S. A. vs. Reeside. } Sess. 184 . No.

Interrogatories to be put to Thomas Whitfield, on the part of the defendant, under the rule hereto annexed.

Int. 1. Do you know James Reeside, the defendant?

2. Do you know, and by what means of knowledge, whether the mail between the city of New York and Hartford, in Connecticut, was guarded, and how, between the first of June, 1833, and the 31st March, 1835? This question refers to the mail travelling by coach.

3. Do you know, and by what means of knowledge, whether James Reeside and Messrs. Babcock & Co., have either of them paid off the other, for the mail guards used on the said route between New York and Hartford? If so, state all you know in relation thereto.

3. Do you know whether, between the first of June, 1833, and 31st December, 1834, any extra teams were used upon the route aforesaid, between New York and Hartford; and if so, please to say how many there were of them.

4. Do you know any thing further material to the defendant in this issue? If so, please to set forth the same fully and at large, as if more particularly interrogated in relation thereto.

C. INGERSOLL,
For the defendant.

6th Nov., 1841.

F. HOPKINSON, esq., *Clk. C. C.*

Cross interrogatories for T. Whitfield.

1. Were you one of said guard of the mail on route between New York and Hartford; during what season and what months of the year was said mail guarded, between 1st June, 1833, and 31st March, 1835? Was not the manner of guarding it, that two persons were employed as guards, crossing each other each day on the routes? If any greater number of persons were employed in guarding it, state how and by whom it was guarded. Did more than one person on the same day go the same way with the mail to guard it? And give the names and residences of the guards.

2. If you testify as to Mr. Reeside having paid off or settled with Babcock & Company for the charges of mail guards, please to state when the settlement was made, whether verbally or in writing; and when any payment or payments were made, and how much money was in each case paid; and whether or not you were present at the settlements and payments to which you have testified, and each of them.

3. If you answer any thing on the subjects inquired of in the 3d interrogatory in chief, please to state what you mean by extra team or teams, and whether the coaches ran empty or full on the occasions of running said extra team or teams; what was the number of teams other than extra teams?

4. Did you, in the years 1833 and 1834, or at any and what time in those years, keep an account or accounts with the Chemical Bank in the city of New York? Have you your bank book with said bank, or can you obtain the same? If so, forward it with your answers hereto, or by mail or otherwise, under cover, addressed to the clerk of the circuit court of the United States, State-house, Philadelphia. If you have it not, or cannot do as requested, state the reason or reasons, and where you last saw it, and in whose possession or control you believe it to be. Did you keep said account on your own behalf, or in whole or in part as Mr. Reeside's agent?

5. Did you discount, or procure to be discounted, in said bank, or in any and what other bank, in the year 1833 or 1834, and when, the four following drafts, or either and which of them, that is to say, acceptances by the Post Office Department, of James Reeside?

	Drafts dated.	Amount.	Due.
1.	28th May, 1833	$3,000 00	1 Aug., 1833
2.	19th Oct., "	2,983 26	3 Feb'y, 1834
3.	24th Feb'y, 1834	1,000 00	4 May, 1834
4.	Same date.	Same amount.	Same day due,

or any and what other such acceptances, and of what amounts? Did

you do so on your own account, or for account of Mr. Reeside, and what became of the proceeds; were they paid or applied to him, or for his benefit?

6. Since 29th April, 1835, have any and what amounts been paid for mail guards on the route from New York to New Haven, or from New York to Hartford?

7. Do you know any other matter or thing that may be useful to the United States in respect to their accounts or transactions with James Reeside? If so, relate the same particularly and in detail.

JOHN M. READ, *for U. States.*

It is agreed that the above interrogatories and cross interrogatories, with or without a commission annexed to them, may be exhibited, and the answers thereto taken and engrossed, and returned by Samuel Meredith, esquire, or William H. Maxwell, esquire.

JOHN M. READ, *for U. S.*

Endorsement—No. 13, circt. crt., Oct. S., 1839—U. S. A. vs. Reeside—Interrogs. [and] X interrogs. to take depn. of Thos. Whitfield, sur rule of 6th Nov., 1841—filed 6th Nov., 1841.

UNITED STATES
vs.
REESIDE.

J. M. Read and J. Cadwalader, for plaintiff, move for a rule to show cause why a new trial should not be granted, and for leave to move for such new trial on exceptions to the ruling of the court on questions of evidence and matters of law—embraced in the charge of the court—without such motion being deemed a waiver thereof.

Motion received and notice thereof to be given to the opposite counsel, returnable on the first Monday in January, 1842.

6th Dec., 1841.

Endorsed—No. 13, circt. crt., Octo. S., '40—U. S. A. vs. Reeside. Motion e. p. Plffs. for a rule and ca. for new trial—filed 6th Dec., 1841.

UNITED STATES
vs.
JAMES REESIDE. } Circt. crt.

Reasons for a new trial.

1. The jury have found a verdict against evidence, and the charge of the court, in allowing the defendant credit for work and services not performed by him.

2. The jury have found a verdict against evidence, and the charge of the court, in disregarding the effect of the account rendered by defendant, on the 31st January, 1839.

3. The jury have found a verdict in which they have not charged the defendant with money proved to have been paid by the Post Office Department to him, or to his order, and for his use and account.

4. The jury have allowed the defendant credit for items not established on his part by evidence sufficient to entitle him to a verdict.

5. The jury have found a verdict, the propriety of *of* which cannot be ascertained by any standard furnished by the evidence in the cause.

6. The jury have disregarded the directions of the court as to interest.

7. The jury have allowed the defendant more than legal interest.

8. The jury have opened the accounts prior to 1832, to allow interest on undisposed items closed and settled, and no longer the subjects of controversy.

9. The verdict of the jury in favor of the defendant is for more than any rational view of the evidence he was entitled to claim.

10. That, after the jury were charged by the court, they were allowed to separate and again convened by adjournments, whilst they were considering of their verdict.

11. The counsel of the plaintiff reserve the privilege of adding such reasons as may be permitted by the court, under the motion made on the 6th instant, for leave to except to the ruling of the court on questions of evidence and matters of law embraced in the charge of the court, without such motion being deemed a waiver of the exceptions.

12. The verdict was against law, evidence, and the charge of the court.

JOHN M. READ,
JOHN CADWALADER,
For plf.

9th December, 1841.

Endorsed: No. 13—circt. crt., Oct. S., 1839—U. S. A. vs. James Reeside—reasons for a new trial—filed 9th December, 1841.

THE UNITED STATES OF AMERICA
vs.
JAMES REESIDE.

Issue writ of error in the above case to the circuit court of the United States for the eastern district of Pennsylvania. Original, Oct. sess., 1839—No. 13—same plaintiff and same defendant on behalf of the United States—ret. January sessions, 1843.

JOHN M. READ.

July 27, 1842.

F. HOPKINSON, esq., *Clerk.*

Endorsed: U. S. A. vs. Reeside, precipe for writ of error—filed 29th July, 1842.

UNITED STATES,
Eastern district of Pennsylvania, ss.

The President of the United States, to the judge of the circuit court of the United States, in and for the eastern district of Pennsylvania, greeting:

[SEAL.]

Because that, in the record and process, and also in the rendering of judgment in a suit before you, between the United States of America,

plaintiffs, and James Reeside, defendant, in a plea of trespass on the case and ca., manifest error has intervened to the great damage of the said the United States of America, as in their complaint has been stated; and as it is just and proper that the error, if any there be, should be corrected in due manner, and that full and speedy justice should be done to the parties aforesaid in this behalf, you are hereby commanded that, if judgment thereof be given, then, under your seal, you do distinctly and openly send the record and process in the suit aforesaid, with all things concerning them, and this writ, so that you have the same before the chief justice and the associate justices of the Supreme Court of the United States on the second Monday in January next, at the city of Washington, being the seat of national government; that the record and process aforesaid being inspected, they may cause to be done thereupon what of right ought to be done.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States, at Philadelphia, this first day of August, A. D. one thousand eight hundred and forty-two, and in sixty-seventh year of the independence of the said United States.

FRA. HOPKINSON,
Clk. circt. crt.

Allowed by—
ARCHD. RANDALL.

UNITED STATES,
Eastern district of Pennsylvania, sct.

I certify that the foregoing are true and correct copies of all and every paper relating to, or in any way connected with, the trial and result of the aforesaid cause, now on file or remaining of record in the office of the clerk of the circuit court of the United States, in and for the eastern district of Pennsylvania, in the third circuit.

In testimony whereof I have hereunto subscribed my name, and affixed the seal of the said court, this twenty-second day of
[SEAL.] January, A. D. eighteen hundred and forty-seven, and of the independence of the said United States the seventy-first year.

GEORGE PLITT,
Clerk of circuit court.

Letters testamentary and copy of the last will and testament of James Reeside, referred to in the foregoing petition:

COMMONWEALTH OF PENNSYLVANIA,
City and county of Philadelphia, ss.

By the tenor of these presents, I, William Piersol, esq., register for the probate of wills and granting letters of administration, in
[SEAL.] and for the city and county of Philadelphia, in the Commonwealth of Pennsylvania, do make known unto all men, that on the 7th day of September, A. D. 1842, at Philadelphia, before me, was proved and approved, the last will and testament of James Reeside,

deceased, (a true copy whereof is to these presents annexed,) having whilst he lived, and at the time of his death, divers goods, chattels, rights, and credits, within the said Commonwealth, by reason whereof the approbation and insinuation of the said last will and testament, and the committing administration of all and singular the goods, chattels, rights, and credits, which were of the said deceased, and also the auditing the accompts, calculations, and reckonings of the said administration, and absolute care of the same, to me are manifestly known to belong, and that administration of all and singular the goods, chattels, rights and credits of the said deceased, any way concerning his last will and testament, was committed to Mrs. Mary Reeside, sole executrix in the said testament named, she having first been duly sworn well and truly to administer the goods, chattels, rights, and credits of the said deceased, and make a true and perfect inventory thereof, and exhibit the same into the Register's office, at Philadelphia, on or before the 9th day of October next, and to render a true and just accompt, calculation, and reckoning of the said administration, on or before the 9th day of September, one thousand eight hundred and forty-three, or when lawfully required; and also to diligently and faithfully regard, and well and truly comply with, the provisions of the act relating to collateral inheritance.

In testimony whereof I have hereunto set my hand and seal of office, at Philadelphia, the 9th day of September, in the year of our Lord one thousand eight hundred and forty-two.

WM. PEIRSOL, *Reg'r.*

Know all men by these presents, that I, James Reeside, of the city of Philadelphia, being of sound and disposing mind, memory, and understanding, but aware of the uncertainty of life, do hereby make, ordain, and publish this as my last will and testament, hereby revoking all former wills by me made:

First. I do hereby order all my just debts to be paid.

Second. I do hereby give, devise, and bequeath unto my beloved wife, Mary Reeside, and to her heirs and assigns, absolutely, forever, all my estate, real and personal, whatsoever and wheresoever, of every kind, nature, and description soever, including the debt due to me by the Post Office Department of the United States Government.

And I do hereby nominate and appoint the said Mary Reeside the sole executrix of this my last will and testament.

In witness whereof, I have hereto set my hand and seal, at Philadelphia, the thirty-first day of August, A. D. 1842.

J. REESIDE. [SEAL.]

Signed, sealed, and published, and declared by James Reeside as his last will and testament, in our presence, this 31st day of August, A. D. 1842.

H. G. ERBEN,
JNO. YARD, Jr.
W. L. HIRST.

CITY AND COUNTY OF PHILADELPHIA, ss.

REGISTER'S OFFICE, *September 7th*, 1842.

Then personally appeared, John Yard, jr., W. L. Hirst, and H. G. Erben, the subscribing witnesses to the foregoing will, and on their affirmation and oaths did say, that they were present, and did see and hear James Reeside, deceased, the testator therein named, sign, seal, publish, and declare the same as and for his last will and testament, and that at the doing thereof he was of sound disposing mind, memory, and understanding, to the best of their knowledge and belief.

JNO. YARD, Jr.
W. L. HIRST,
H. G. ERBEN.

Affirmed, sworn, and subscribed before me, the date above.

J. B. SEWALL, *Dep'y register*.

September 9th, 1842.

I do swear that, as the executrix of the foregoing last will and testament of James Reeside, deceased, I will well and truly administer the goods, chattels, rights, and credits of said deceased, agreeably to law; and that I will comply with the provisions of the law relating to collateral inheritance. MARY REESIDE.

Sworn and subscribed before me the date above, and letters testamentary granted unto her. J. B. SEWALL, *Dep'y register*.

Whereupon, all and singular the premises aforesaid being seen and heard, and by the court here fully understood, it is ordered and adjudged that the said motion be overruled, and the prayer of the petitioner rejected, which is accordingly done.

Test: JNO. A. SMITH, *Clerk*.

Writ of error produced.

And whereas afterwards, to wit, on the day January, in the year of our Lord one thousand eight hundred and forty-nine, the said Mary Reeside, administratrix of James Reeside, by her attorney aforesaid, produced and filed in court here the United States writ for the correcting of errors of and upon the judgment aforesaid, directed to the judges of the circuit court of the District of Columbia, in the county of Washington and in pursuance thereof, and according to the form and effect of proceedings of the law in such case made and provided, a transcript of the record of the judgment aforesaid, and all things thereunto relating, with the writ of error aforesaid, and a copy of the appeal bond hereunto annexed, are hereby transmitted to the said Supreme Court accordingly.

Clerk's certificate and seal.

In testimony whereof, I have hereunto subscribed my name and affixed the seal of said court, this twelfth day of February, 1849. JNO. A. SMITH, *Clerk*.

[SEAL.]